The Sydney Morning Herald.

"IN MODERATION PLACING ALL MY GLORY, WHILE TORIES CALL ME WHIG—AND WHIGS A TORY."

TERMS OF SUBSCRIPTION.
Sydney, Fifteen Shillings per Quarter. Single Numbers, Sixpence. Country, Seventeen Shillings and Sixpence per Quarter. Ten per cent. discount for payment in advance,—and ten per cent. added if accounts are allowed to run over six months.

VOL. XVII. WEDNESDAY, APRIL 17, 1844. No. 2160.

CASH TERMS FOR ADVERTISEMENTS
For one inch and under, Three Shillings, and One Shilling for every additional inch, for each insertion.

The only persons authorised to receive Moneys and Communications on account of the "SYDNEY MORNING HERALD" (except at the Office of Publication, Lower George-street, Sydney) are MR. JOHN HARRIS, and Mr. WM. BALL, Collectors, Sydney; MR. JOSEPH HUNT, Balmain; MR. T. M. SLOMAN, Bathurst; MR. LABAN WHITE, Windsor; MR. HUGH TAYLOR Parramatta; MR. A. W. LARYMORE, Maitland and Wollombi; MR. JOHN BROWN, Campbelltown; MR. JOHN COLEMAN, Penrith; MR. FINCHAM, Postmaster, Wollongong; MR. ROBERT CRAIG, Cabinetmaker, Goulburn; MR. JOHN M'KINLAY, Postmaster, Cassilis and Merton; MR. JOHN GRAY, Queanbeyan; MR. THOMAS HOPE, Deputy Postmaster, Singleton and Jerry's Plains; MR. WILLIAM PRITCHARD, Deputy Postmaster, Liverpool; ——, Berrima; MR. DAVISON, Surgeon, for the District of Yass; MR. THOMAS DOWSE, Moreton Bay; MR. JOHN HOULDING, Postmaster, Raymond Terrace; MR. PRINCE HEDGES, Muswellbrook; MR. HENRY ALDERSON, Clarence River; MR. JOSEPH LLOYD, Launceston, Van Diemen's Land, and Port Phillip; MR. WILLIAM BARNARD RHODES, Wellington, for Port Nicholson and Cook's Straits, New Zealand; who are provided with Printed Receipts, with the written signatures of "KEMP AND FAIRFAX," who hereby give Notice that no other will be acknowledged for debts accruing from January 1, 1841.

The "SYDNEY MORNING HERALD" is Published every Morning (Sundays excepted;) and the Quarters end the 31st March, 30th June, 30th September, and 31st December; at which periods ONLY can Subscribers decline by giving Notice and paying the amount due to the end of the Current Quarter. ADVERTISEMENTS must specify on the face of them the number of times they are intended to be inserted, or they will be continued till countermanded, and charged to the party. No Advertisements can be withdrawn after Eleven o'clock, a.m., but new ones will be received until Nine o'clock in the Evening. No verbal communications can be attended to, and all letters must be post paid, or they will not be taken in.

SPECIAL NOTICE.

THE Subscribers to this Paper, and the Public generally, are respectfully informed, that the following Rules are strictly adhered to:—

In Sydney.—No new Subscribers will be received without *one quarter* being paid in advance, for which ten per cent. will be allowed; the subscription in advance being 13s. 6d. per quarter.

In the Country.—No new Subscribers will be received without *half-a-year* being paid in advance, for which ten per cent. will be allowed; the subscription in advance being £1 11s. 6d. per half-year; and the Proprietors must be furnished at the time with a written undertaking that all future payments, both for subscription and charges of advertisements, shall be made in Sydney, or by the hands of an Agent.

In all cases, whether in Town or Country, the names of persons will be struck off the subscription list, when the arrears against them have stood over twelve months, and proceedings for recovering the amount due will be instituted.

Advertisements must be paid for previous to their insertion.

In all cases of Insolvency, when the party is a Subscriber to this Journal, the name is at once erased from the Subscriber's Book; and if he wish to take the paper in future, he must comply with the rule affecting new Subscribers, and pay in advance.

FOR PORT MACQUARIE.



THE STEAM-PACKET *MAITLAND*, W. Parsons, Master, will leave the Commercial Wharf for Port Macquarie on Thursday Evening, the 18th instant, at six o'clock.

Commercial Wharf, April 14. 5160

FOR LAUNCESTON DIRECT.



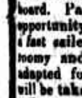
THE fast-sailing BRIG *UNION* will sail for the above port on the 20th instant. For freight or passage apply to the Captain, on board, at the Flour Company's Wharf, or to

GRIFFITHS, GORE, AND CO.,
Bent-street.

Sydney, April 13. 5076

FOR PASSENGERS ONLY, TO NEW ZEALAND.

FOR NELSON DIRECT, WILL PROCEED TO WELLINGTON IF A SUFFICIENT NUMBER OF PASSENGERS OFFER.



THE FAST SAILING BRIG *DAWSON*, 227 tons, Captain Carder, will sail for the above port on Friday, 26th instant: has all her cargo ready to go on board. Passengers will find this an excellent opportunity, the *Dawson* being well known as a fast sailer—her cabin accommodations are roomy and airy, with an after cabin well adapted for a family. Steerage passengers will be taken at a reduced rate.

For terms, apply to Captain Carder, on board, or here to

GEORGE SMALL,
423, George-street.

5022

TO SHIPPERS OF HORSES FOR CALCUTTA.

To Sail the 10th May.



THE FINE A1 SHIP *WILLIAM MITCALFE*, Captain Phillipson, 560 tons burthen, height between decks seven and a half feet, and well ventilated.

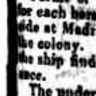
Terms of freight, £20 per head, payable on safe arrival. Shippers to provide forage; but if preferred, the same will be found for £5 per head, payable in Calcutta. Water, fittings, and attendance, to be found by the ship. Apply to

GRIFFITHS, GORE, AND CO.

Bent-street, April 13. 5097

TO SHIPPERS OF HORSES FOR MADRAS.

TO SAIL POSITIVELY ON THE 1ST OF MAY NEXT,



THE fine teak-built SHIP *NEPTUNE*, 800 tons burthen, W. J. Ferris, Esq., commander. This vessel, from her large size and fast sailing qualities, presents a most eligible opportunity for the conveyance of horses to India. Parties desirous of proceeding in her as passengers are invited to inspect her accommodations, which are of a superior description.

Terms of freight.—£20 (Twenty Pounds) for each horse safely delivered over the ship's side at Madras, no payment being required in the colony. The shippers to provide forage, the ship finding water, fittings, and attendance.

The undersigned are willing to guarantee the payment of the proceeds of all horses consigned to their correspondents at Madras.

A considerable portion of the above vessel's accommodations being already engaged, she has room for a limited number of horses only, to secure freight for which early application to be made to the commander on board, or to

THACKER, MASON, AND CO.,
Fort-street.

TO SHIPPERS OF WOOL AT NEWCASTLE.



THE BARQUE *ARACHNE*, having all her dead weight engaged, will be at Newcastle on the 21st proximo to receive wool only. Having 500 bales engaged, early application is necessary. Apply to Captain Pearse, on board, or to

W. M'DONELL, Queen's-place.

Sydney, March 29. 4485

FOR LONDON DIRECT.



THE SHIP *CREMONA*, 450 tons burthen, John Bailey, commander, having the greater part of her cargo already engaged, will meet with quick despatch. For freight or passage apply to the Captain, on board, at Campbell's Wharf; or to

J. T. ARMITAGE AND CO.

5068

WANTED TO CHARTER.



A VESSEL from 50 to 70 tons burthen. For further particulars apply to

ISAAC SIMMONS,
474, George-street.

5180

FOR LONDON.



THE FIRST-CLASS BRIG *WILLIAM STOVELD*, 187 tons register, has the whole of her dead weight on board, and is now loading with wool. For freight of light goods, or passage, apply to Captain Davidson, or to

4002 LYALL, SCOTT, AND CO.

FOR FREIGHT OR CHARTER.



THE FINE BARQUE *GIRAFFE*, 260 tons register, lying at Moore's Wharf, Darling Harbour. This vessel is in first-rate condition, and delivered her last cargo from Manila without damaging a single package; was sheathed with Muntz's patent metal in London, in 1842.

ALSO,

The fine fast-sailing brigantine *Catherine*, burden per register, 166 tons, now lying at Moore's Wharf. For further particulars apply to

EDWARD KNOX,
Pitt-street, opposite the Union Bank.

April 13. 5083

EXCHANGE UPON LONDON.

THE Royal Bank of Australia hereby give notice, that they will sell their Drafts, or Scotch Bank acceptances, payable in London.

J. P. ROBINSON, Resident Director.

Office, No. 2, Church hill. 5857

PASTORAL ASSOCIATION OF NEW SOUTH WALES.

J. PHELPS ROBINSON, Esq., M.C., having been appointed Treasurer of the Association, it is requested that the subscriptions of persons desirous of becoming members may be paid, or remitted to that gentleman, at No. 2, Church Hill, who will grant receipts accordingly.

By Order,
CHARLES D. LOGAN,
5168 Secretary.

THE LYCEUM CLASSES.

THE QUARTERLY CLASS at the above Institution, for pupils not younger than ten years of age, will be filled up by Monday, the 15th instant.

Besides the ordinary round of instruction usually designed for pupils who receive a liberal education,—embracing the Elements of Language and Composition, as exemplified in the construction of the Latin, French, and English Languages; the Elements of General Knowledge taught systematically, with a view to the right formation of character, moral and intellectual; and the Elements of Calculation and Quantity, comprehending Arithmetic, Algebra, and Geometry, with their usual applications to the business of life;—the Elements of Geology and Mineralogy form part of the weekly studies of the pupils.

The undersigned has lately received from England, and is arranging for the benefit of his pupils, a complete Mineralogical Cabinet, and a splendid collection of Geological Specimens.

Pupils may be enrolled, by application at the Lyceum, Pitt-street, every day from nine to one o'clock.

HENRY CARMICHAEL, M.A.

N.B. The monthly classes meet at seven o'clock, morning and evening. 4847

THE SHIPPING GAZETTE,
AND
SYDNEY GENERAL TRADE LIST.

THE Fourth number of the *Shipping Gazette* was published on Saturday, and will be continued every Saturday afternoon.

Contents:—Arrivals and Departures of Shipping for the week; Arrivals and Departures of Coasters; Imports and Exports for the week; the Shipping Intelligence of the week, including News from the Out-ports, and from Port Phillip; List of Ships in Harbour; Progress of Vessels Loading for England; Colonial Whalers at Sea; Vessels expected in Sydney; Arrivals during 1843; Sydney Price Current; Commercial Remarks; the Tallow Trade; Quantity of Spirits and Tobacco in Bond; Lighthouse Dues on Vessels Entering the Harbours of Port Macquarie and Newcastle; Exchanges; Freights, &c., &c.

Copies of the first and second numbers can be had gratuitously, by applying at the Office, No. 586, George-street.

*** Advertisements received for the above till ten o'clock on the mornings of publication. Terms same as for the *Morning Herald*.

Subscription to commence from the 6th April.

TERMS:

	£	s.	d.
One copy, per quarter	0	7	6
Two copies, ditto	0	12	0
Three copies, ditto	0	16	6
Four copies, ditto..........	1	1	0
Six copies, per annum	5	0	0

KEMP AND FAIRFAX,
Proprietors.

EVERY DESCRIPTION OF BOOK AND JOB PRINTING, PERFORMED with accuracy and despatch, at low prices, by

KEMP AND FAIRFAX.

THE PUBLIC MEETING.

COPIES of the *Sydney Morning Herald* of Wednesday last, containing the only full report of the proceedings of the Public Meeting, held in the Royal Hotel, to protest against the recently promulgated depasturing regulations, are still on sale.

TO THE PUBLIC.

THE Widow of the late Mr. Thomas Harper, who was barbarously murdered by the natives of the Marree Islands, leaving herself and three children quite unprovided for, intends carrying on the Butchering Business as usual; and hopes the friends of her late husband and the public generally, will patronise her, so as to enable her to provide for herself and young family.

Pitt-street South, four doors from Bathurst-street. 5003

WILLIAM ROBINSON of No. 263, Upper George-street, and 595, Lower George-street, Sydney, Plumber, Painter, Glazier, Gas Fitter, &c., begs to return his thanks to the Citizens and Colonists generally, for the liberal patronage he has received since the time he has commenced business, and hopes, by his strict attention, combined with the best materials and workmanship, to merit a continuance of their favours. He at the same time calls their attention to the extreme reasonableness of his charge for laying on of water, and which will defy competition, and is as follows:—

For laying down strong ½ pipe from the main to the place required, only 1s. per foot, including opening and closing the ground, and all expenses attending the same.

Ball Cocks, Water Balls, Bib Cocks, and Stop Cocks, 5s. each. Parties requiring cisterns, or any other article or work in his line, can be served on the lowest terms, as he is enabled, from manufacturing his own pipe, and having brassfounders, whitesmiths, carpenters, &c., in his immediate employment, to complete all the work required in its various branches. 5110

SURGEON-DENTIST.

MR. BELISARIO, Surgical and Mechanical Dentist, begs to call the attention of his patients and the public to his reduced charges.

	s.	d.
Extraction	5	0
Ditto to Tradespeople	2	6
Ditto to Labourers, Mechanics, and Servants	1	0
Filling with Gold	10	6
Ditto to Tradespeople	7	6
Ditto to Servants and Labourers	5	0
Scaling	10	6

Artificial, Mineral, and Natural Teeth, from one to a complete set, supplied on the most approved and scientific principle. Charges for the same exceedingly moderate. Mr B. continues to rectify every deformity arising from the progress of dentition, &c.

Residence, corner of Bridge-street and George-street. 3998

PIANOFORTES of every description tuned for five shilings, removed, repaired, and let on hire, by

THOMAS ROLFE,
George-street, near Hunter-street.

The newest Songs, Quadrilles, Waltzes, &c., constantly publishing. 4724

GENERAL HOUSEHOLD FURNITURE AND FURNISHING WAREHOUSE.

No. 530, GEORGE-STREET, OPPOSITE THE OLD TREASURY.

P. LEVEY begs to return his sincere thanks to his friends and the public, for the liberal support he has received since his commencement in the above line, and begs to inform his patrons and the public in general, that he has a very large assortment of every description of Household Furniture, Looking Glasses, Toilette Sets, and various Chimney ornaments, which are all of the very best quality. Persons furnishing, that wish to study economy, will do well to inspect the stock of the above, which will not only be a saving of at least 25 per cent. but every article will be warranted.

P. L. has a very large assortment of British Plate Looking Glasses, which will be sold at half the invoice price.

P.S.—P. L. begs to inform persons that are giving up house-keeping or leaving the Colony, he is prepared to give a better price, *cash*, than can be otherwise realized. One trial is solicited.

COLONIAL MANUFACTURED ARTIFICIAL FLOWERS.

Miss LEVEY begs to inform the Ladies of Sydney and its vicinity, that she has on hand a large stock of Artificial Flowers, in great variety, which are manufactured on the premises. Having a large supply of materials, Ladies can be supplied with every description of flowers to order at very reduced prices

530, George-street, April 13 5101

THE SALE of the ENTIRE STOCK
IN THE
INSOLVENT ESTATE
OF
WILSON, COSER, AND HENDERSON,
BY
PERMISSION OF THE TRUSTEES,

Will continue for a few weeks, instead of concluding by auction, as was originally intended, in order to give

THE PUBLIC GENERALLY

an opportunity of purchasing, in quantities suitable to themselves, the

GREAT BARGAINS

which will be offered in the winding up of this estate.

SETTLERS AND COUNTRY STORE-KEEPERS

Would do well to embrace this opportunity of purchasing their supplies, previous to the great rise which must inevitably take place in all British manufactured goods.

In consequence of the immense number of customers who have attended this sale, it is found necessary to open at Eight o'clock instead of Seven in the morning, in order that the articles for sale may be properly arranged each morning for the convenience of purchasers.

OBSERVE—TRAFALGAR HOUSE, nearly opposite the Post Office. 4800

FRESH ARRIVALS EX "CREMONA"

MRS. C. CHAPMAN begs to inform the ladies of Sydney, and the public generally, that she will open in a few days several cases consigned expressly to her order, consisting of,—

Infants' long and short cashmere and merino cloaks
Children's cloth and merino pelisses
Infants' night and day caps
Cashmere hoods
Velvet caps, rich velvets
Plush, plaids, plain and figured de laines
Permanent twills, gimp
Patent and plaid dresses
Cashmere shawls
Insertion, trimmings
Bonnets
One case of children's Leghorn and Tuscan hats
Fancy muslins, Turkey red twills, &c

C. CHAPMAN,
Next door to the Royal Hotel.

April 13. 5086

TO CHEMISTS AND DRUGGISTS.

THE undersigned has just opened an excellent assortment of Drugs, Chemicals, and Perfumery, imported per *Colombian*, *Alice Brooks*, and other recent arrivals, which he is now prepared to sell in quantities to suit the Trade, at very low prices, for cash.

R. M. ROBEY,
4512 427, George-street.

WILLIAM BARNETT has on sale at his Stores, opposite the Market, every article connected with the Grocery Business at astonishing low prices. All goods purchased at his establishment are first quality, and warranted accordingly; no damaged goods sold.

Coleman's London starch
Thumb blue, in cases
Forty tons bright grocers' sugar
Twelve tons Siam ditto
Negrohead tobacco (Barrett's twist)
Hysonskin tea, chests and half-chests
Soap, London and Colonial
Loaf sugar
Colonial cheese
Mustard, in cases
Pickles, pints and quarts
Day and Martin's blacking.

WILLIAM BARNETT,
5107 Opposite the Market

STARCH, AT FIVE-PENCE PER POUND,

To be had only at S. F. Mann's Grocery Establishment, Pitt-street.

THE Manufacturer solicits, a trial which will prove the article is superior both in strength and quality to any imported starch, and as it has been subjected to the test of chemical process he confidently asserts one fourth is saved to the consumer.

An allowance to the trade.

Sydney, April 10. 4952

STRIPED COTTON SHIRTS.

TWO Bales for Sale. Apply to Mr. Tingcombe, Morgan's Buildings, Church Hill. 5166

NEW GOODS, EX "ARACHNE."

ON SALE by the undersigned, at his Stores, Queen's-place—

Split peas
Hampshire bacon
Sherry wine, in octaves, quarter-casks, and hogsheads
Port, old and superior, in hogsheads
Sherry and Port, very superior, in bottle, quarts and pints
Davies and Son's boots and shoes, latest fashions
Bonnets, newest fashions
Watchmaker's tools
Turpentine
Hats and caps—Townend's best, very cheap
Brandy, in quarter-casks
Case Gin
E. P. Rum 25 O. P.
Taylor's porter
Allson's ale
Preserved potatoes, in most convenient packages
Good pale table sherry, at £3 3s. per octave of 14 gallons
A small invoice of fresh garden and English tree seeds, in great variety

H. M'DONELL.

Queen's-place, April 13. 5104

BLANKETS.

JUST RECEIVED, and on sale at the stores of the undersigned,

Twelve bales Extra Stout WITNEY BLANKETS, 8, 9, 10, 11, quarter.

5151 A. & S. LYONS.

COLONIAL RUM.

THE undersigned have for sale, Rum of superior quality, at *any strength*. Samples may be inspected at the counting-house, George-street, next door to Messrs. Peek and Co. FISHER AND CO.

November 6. 6686

MARSALA WINE, of superior quality, at £5 10s. per quarter-cask, on sale at the Stores of

THOMAS SMITH, AND CO.,
4950 George-street.

FRESH AMERICAN TOBACCO, EX *NAVIGATOR*, FROM NEW YORK. NOW LANDING,

579 PACKAGES superior Virginia and Honeydew Tobacco, at 2s. 10d. per lb., eighteen figs to the pound.

On Sale at ISAAC SIMMONS'S, City Mart, 474, George street.

An allowance to the trade. 4240

SOUP AND BOUILLI.

JUST Received, a large quantity of the above article, put up by Cope and Co., and will be sold cheap.

ALSO,

A fresh lot of American Negrohead Tobacco.

S. ELLIOTT,
5182 Agent, Charlotte-place.

CHEAP DERWENT POTATOES.

ON SALE, Moruya Derwents, of the first quality, in any quantity, at Grose's Wharf bottom of Bathurst-street.

N. B.—Shipping supplied on the shortest notice, on moderate terms. Apply as above.

April 15. 5134

TO CANDLE MAKERS

NOW LANDING and on sale by the Undersigned, ex *Cremona*, Candle Cotton at 15d., per lb. Cash.

LEWIS LEON.

Next door to the Post Office. 5030

CHEAP SODA.

LANDING, ex *Cremona*, thirty barrels Soda, selling at the low price of 22s. per cwt. As the Market is quite bare of soda, parties wanting that article had better purchase before it is 6d. per pound.

WILLIAM BARNETT,
5109 Opposite the Market.

LANDING, EX "CREMONA,"

BLUESTONE, and on sale at a very reduced price, for cash, by

LEWIS LEON,
5031 Next door to the Post Office.

LAND NEAR NEWTOWN CHURCH AND COOK'S RIVER.

TO be SOLD or LET, in lots to suit the convenience of purchasers or tenants, ONE HUNDRED ACRES OF LAND, situate on the Newtown Road, in the immediate neighbourhood of the Church.

Three-fourths of the purchase money may remain on mortgage.

Inquire at the Office of the Australian Trust Company, Church-hill. 4734

FOR SALE BY PRIVATE CONTRACT,

AN ALLOTMENT OF LAND, in Clarence-street, at the rear of the City Council Chambers, containing, as per deed of grant, (10) ten perches, on which is erected a neat Verandah Cottage, containing eight rooms, with detached kitchen and offices, and an excellent well of water, and now occupied by a respectable tenant. Further particulars may be obtained on application to Mr. J. G. Austin, Pawley's Cottage, Surry Hills.

Title—Grant from the Crown. 4975

THE Lease and good will of an excellent INN, 20 miles distant from Sydney, to be disposed of, either with or without the furniture: immediate possession may be had if required. For further particulars apply to Mr. W. Maclaren, House and Estate Agent, No. 397, Pitt-street north, opposite the Union Bank. 5029

TO FARMERS.

THE undersigned requests farmers to observe that he is ready to purchase good ENGLISH Barley in any quantities, for cash, at 3s. 6d. per bushel of 52 lbs.

To save trouble, J. W. informs the growers that *Cape* Barley will not suit him at any price. JAMES WRIGHT.

Australian Brewery, Sydney. 5087

WOOL.

THE undersigned are Cash buyers of wool.

SWAIN, WEBBS, AND CO.,
2184. Harrington-street Church-hill.

NOTICE.

UNTIL the room proposed to be erected for that purpose shall be ready, the room up stairs, marked "Private Room," lately occupied by the Sheriff (opposite to the *one now assigned to that officer*), is set apart for the accommodation of the gentlemen of the Bar.

The room hitherto used as a Jury Room (over the Chief Justice's present Chambers) will continue to be used for that purpose until further orders.

By order of the Judges.
G. P. F. GREGORY,
Prothonotary.

Supreme Court, April 13. 5084

NOTICE TO CREDITORS.

A FIRST DIVIDEND of Eighteen-pence in the pound, will be paid to the creditors of the estate of R. Campbell, junior, and Co., on and after Tuesday, the 23rd instant. It is requested that all claims be immediately forwarded for adjustment.

Bligh-street, April 15. 5167

VICTORIA, by the Grace of God of the United Kingdom of Great Britain and Ireland, Queen, Defender of the Faith, &c.

To the next of kin of Francis Walsh Small, late of Sydney, in the colony of New South Wales, Lieutenant half-pay, and Superintendent of Hyde Park Barracks, deceased—

GREETING:

WHEREAS it hath been represented unto our Supreme Court of New South Wales by Henry Macdermott, Esquire, and Katherine Sarah, his wife, late Katherine Sarah Small, spinster, the natural and lawful daughter of the said deceased, of the City of Sydney, in the colony of New South Wales, that that the said Francis Walsh Small departed this life on or about the fourth day of November last past (leaving at the time of his death goods, chattels, and credits in the colony aforesaid) intestate. We do, therefore, peremptorily cite you and each of you to appear personally, or by your Proctors duly constituted, before our said Court, at the Court House in King-street, Sydney, on the first day of May now next, at the hour of ten o'clock in the forenoon of the same day, there to abide if occasion shall require during the sitting of the said Court, and then and there to accept or refuse letters of administration of all and singular the goods, chattels, and credits of the said deceased, or otherwise to show sufficient cause, if you or other of you have or know any, why the same should not be committed to the said Henry Macdermott, and Katherine Sarah, his wife, on giving sufficient security, and further to do and receive as to Law and Justice shall appertain, under pain of such letters of administration being granted to the said Henry Macdermott, and Katherine Sarah, his wife, the daughter of the said deceased.

Witness the Honourable Sir James Dowling, Knight, Chief Justice of our Supreme Court of New South Wales, at Sydney, this thirteenth day of April, in the year of our Lord, One thousand eight hundred and forty-four.

5152 G. P. F. GREGORY.

NOTICE is hereby given, that the copartnership now subsisting between John M'Donald, of Pitt Town, in the colony of New South Wales, and William James M'Donald, his son, as farmers and graziers, expired by effluxion of time on the first day of April last, and that the same is now dissolved.

As witness the hand of the said parties, this fourteenth day of March, One thousand eight hundred and forty-four.

JNO. M'DONALD.
W. J. M'DONALD.

Witness to the signature of John M'Donald—D. LAWSON.
Witness to the signature of W. J. M'Donald—THOMAS DOUGLASS. 5070

AMERICAN POTASH.

WANTED, a cask of the above. Any person having it may hear of a purchaser by applying at the *Morning Herald* Office.

WANTED, a second hand Weighing Machine, to weigh from three to five hundred weight. Any person having the above to dispose of will hear of a purchaser by applying to B A., *Herald* Office. 5136

MESSRS. PITE AND PRESTON have a vacancy for one Assistant.

5188 Emporium, 34, Pitt street.

A PERSON having a few Hundred Pounds, and who is perfectly conversant with the management of stock, is desirous of making an arrangement, either to take a share in a station (sheep would be preferred), and superintend it, or rent a quantity of sheep or cattle, or both, with station; or would have no objection to purchase a few thousand sheep with a station: New England or the South Country would be preferred. The most satisfactory references can be given. Apply either by letter or personally to

MR. E. SALAMON,
Auctioneer and Estate Agent,
5184 George-street, Sydney.

FIFTY POUNDS REWARD.

WHEREAS, about eight o'clock on the night of the 4th of December last, four stacks of wheat and barley, and one large rick of hay, the property of Mr. Charles Hughes, of Clarendon, near Windsor, were wilfully and maliciously set on fire, by some person or persons unknown, whereby the whole were destroyed: the above reward will be paid to any person who shall give such information as will lead to the conviction of the party who committed the act, on application to George Cox, Esq., J.P., Mulgoa, Penrith, or to the undersigned.

CHARLES HUGHES.

Clarendon, near Windsor. 5072

FIVE POUNDS REWARD.

LOST, from Aberdeen, on the Upper Hunter, supposed to be stolen, on the 15th last month, a CHESTNUT FILLY, rising four years, without any white, branded near shoulder FF, tail not cut. A reward of two pounds will be given for her recovery; or, if stolen, five pounds for her recovery and conviction of the thief.

JAMES WEST.

Aberdeen, April 10. 5075

FIVE POUNDS REWARD.

STOLEN or STRAYED, from Gresford, Upper Paterson, and has been missing several months, a powerful bay MARE, with bald face, and one or both hind fetlocks white, branded Z on the off side ribs. A reward of five pounds will be given if stolen, and two pounds if strayed.

THOMAS L. PATCH.

Gresford, March 28. 4584

HORSE FOUND

FOUND, a grey Horse, aged, branded —— on the near shoulder, and G on the right shoulder, saddle-galled on the back, and fired on both hind fetlocks, with a short switch tail. This horse was found with others on a station lately occupied by Mr. Atkinson, at the heads of the Manning River. The owner can procure him by application to the undersigned.

GILL AND WHITE.

Bickham, Page's River, March 31. 4790

BOARD AND RESIDENCE.

TWO young men of quiet habits are desirous of meeting with comfortable board and residence in a house where there are no other lodgers. They would require a separate sleeping apartment, and the use of a sitting room. Should they be suited, their stay would be permanent. Any party having such accommodations may obtain every information by applying to B., *Herald* Office. The use of a stable would most likely be required. 5104

TO LET, a neat Cottage, close to Mr. Lyons's Terrace, on the South Head Road, containing four rooms, cellar, detached kitchen, fowl house, garden, well of water, and large yard, with use of paddock. For particulars apply to Mr. James Wood, at his Wine and Spirit Stores, Pitt-street South, three doors from Liverpool-street. 5155

APARTMENTS on the first floor, suitable for Offices, No. 316, Pitt-street, near King-street. 5074

TO BE LET,

THE HOUSE at Mrs. Darling's Point overlooking the village of Double Bay, lately occupied by Mr. T. Woolley. The rent, to a good tenant, will be low. Apply to

JOHN ALGER,
Broker, George-street.

ALSO,

An OFFICE on the Ground Floor, in King-street, opposite Bank-court. Apply as above, or to

MR. T. WOOLLEY,
No. 480, George-street.

April 15. 5173

BANKS' MEADOW, BOTANY.

TO LET, a Farm of 104 acres, bounded on the north by Mr. Baptist's market garden, and on the south by the house and grounds of Mr. Phelps. There is a good cottage and out-buildings. Half the farm is alluvial land, with abundance of water at all seasons for irrigation. An excellent location for a boiling-down establishment, and for producing for the Sydney market. Rent moderate. Apply, if by letter post paid, to

H. BELL,
488, George-street, Sydney. 4519

TO BE LET, the ROTHERWOOD ESTATE, in the Upper Hunter district, consisting of an excellent cottage, outhouses, stockyards, numerous paddocks, and nine thousand acres of the best grazing land. Enquire of Messrs. Carr, Rogers, and Owen. 4680

TO BE LET.

THAT long-established and well-known INN, the WOOL-PACK, situated at the VALLEY, on the Bathurst line of road, about ten miles from Penrith. For particulars apply to Mr. T. M. Sloman, Bathurst; or in Sydney to Mr. M. S. Finley, at the office of Messrs. Joubert and Murphy, near the Custom-house. A good tenant will be treated with on very liberal terms.

Bathurst, March 29. 4632

SALES BY AUCTION.

FAMILIES REQUIRING DOMESTIC COMFORTS

HORSES, DRAYS, GIG, MILCH GOATS, AND A FEW PIGS.

To be Sold by Auction, for cash only, near the residence of the deceased, Bourke-street, Surry Hills, by order of the Administrator in the Estate of the late Mr. Marshall, builder.

MR. STUBBS will sell by Public Auction, under the above instruction, in BOURKE-STREET, at eleven o'clock precisely,

THIS DAY, 18TH APRIL, 1844.

Three Horses, very good indeed, well known for their breed and usefulness
Two Drays
Two Trucks
A Gig and Harness
Four Goats and a few Pigs, particularly recommended to persons with young families.

BESIDES

A quantity of Building Stones on the property, with various other miscellaneous articles too numerous to mention. 4967

£1000.

In the Insolvent Estate of E. D. O'Reilly, Esq.

BY ORDER OF THE TRUSTEES.

(Under the Act 5 Vict., No. 17.)

MR. STUBBS is instructed by the Trustees to sell by public auction, without reserve, at the Mart, King street,

THIS DAY, THE 17TH APRIL. 1844,
At Twelve o'clock precisely,

A Policy of Insurance upon the Life of the above-named gentleman, for £1000, subject to the annual premium of £26 7s. 6d.

This Policy was effected in the Australian Fire and Life Assurance Company, on the 3rd day of May, 1837, being already in advance six years, thus giving a specific value to the Policy of

£155 5s. PAID UP,

Of which payment the purchaser will have the benefit.

NOTE.—This Policy has been transferred to and now guaranteed by the Australasian Colonial and General Life Assurance and Annuity Company.

Terms, cash.

JOHN HOLDSWORTH, } Trustees.
5116 E. C. WEEKES, }

NEXT WEDNESDAY'S SALE.

To Persons trading to the Oriental World and South Sea Islands.

MR. STUBBS will sell by public auction,

THIS DAY, THE 17TH APRIL,
At 12 o'clock precisely,

4 pipes of port (Primero) wine
4 hogsheads of ditto ditto
4 quarter-casks ditto
10 cases superior pale sherry
2 certificates negrohead tobacco
1 ditto cigars.

Terms—Cash 5118

J. THORPE AND COMPANY'S LADIES' REPOSITORY,
AND
BALCONY BAZAAR.

MR. STUBBS respectfully announces that he has been instructed to let by public auction, on

WEDNESDAY, THE 1ST MAY, 1844,
At twelve o'clock precisely,

All that Extensive Linen Drapery, and FAMILY MERCERY WAREHOUSE, (WHOLESALE AND RETAIL), No. 315, PITT-STREET:

Including

The Whole of J. T. and Co.'s Immensely PROFITABLE AND FASHIONABLE "CONCERN,"

which for years has been patronized in so distinguished a manner, as to have procured those recreative days from business which every man has successively enjoyed on retiring from

THIS CENTRAL POINT OF SITUATION.

The great notoriety that this Popular Establishment has enjoyed for the last 20 YEARS, and the vast connexion brought to the Proprietors in consequence, is the best recommendation that any leading Manchester House could require for getting off their consignments.

The Auction will take place on the premises. 4917

WRECK OF THE SCHOONER "PERSEVERANCE."

MR. BLACKMAN will sell by auction, at his Rooms, George-street, on

THURSDAY, THE 18TH INSTANT,
At Eleven o'clock,

The whole of the wreck of the schooner *Perseverance*, consisting of masts, spars, &c., as they lie on Moreton Island, at the south entrance of Moreton Bay, an inventory of which can be seen at the Rooms of the Auctioneer.

AFTER WHICH,

The sails and rigging of the above named schooner, which may be viewed at the Rooms of the Auctioneer.

Terms—Cash. 5180

ONLY SIX LEFT!

ORCHARD & GARDEN GROUNDS.

The last Sale of CAPT. BAKER'S, R.N., ALLOTMENTS, in ORCHARD FARMS, at KISSING POINT.

The time is now come when every man in the colony, not provided for in a business way of life, should look to a bit of land for his living.—"THE COLONY AS IT IS."

MR. STUBBS announces that he has been instructed by Captain Baker to sell by public auction, at the Mart, King-street,

THIS DAY, the 17th of April, 1844,
at Twelve o'clock precisely,

All those COMPACT FARMS, situated alongside Mr. William Small's, and on the reserved connecting road from Shrimpton Creek to the high Government Road, and backed by the property of J. Terry Hughes, Esq., comprising (more or less)

FIVE ACRES EACH.

Hunter's Hill—Kissing Point—the Church—the right of Common—climate—soil—water productiveness, and abundance of all seed after its kind—fruit and all vegetables—having been the prevailing theme of every "Representative" or seller of property in the colony.

Mr. Stubbs declines further recommendation, than by adding that these *Lots being the last*, are more likely to be the best part of the Estate than the inferior.

Terms and particulars at sale 5132

UNION BANK OF AUSTRALIA.

MR. BLACHMAN will sell by auction, (by order of the Trustees for sale,) at his Rooms, 489, George-street, Sydney, on

FRIDAY, THE 19TH INSTANT,
At Twelve o'clock precisely,

100 (one hundred) £25 Shares paid up in the capital of the Union Bank of Australia.

TERMS—Cash.

For further particulars apply to Messrs. Carr, Rogers, and Owen, Solicitors to the Trustees, George-street, Sydney, or to the Auctioneer. 5053

IN THE INSOLVENT ESTATE OF W. H. MOORE, GENTLEMAN.

MR. BLACKMAN will sell by auction, at his Rooms, 489, George-street, on

FRIDAY, THE 19TH INSTANT,
At Twelve o'clock precisely, *by order of the Trustee*,

THE BENDOOLY ESTATE, WITH ITS NUMEROUS IMPROVEMENTS.

ONE THOUSAND EIGHT HUNDRED and NINETY ACRES, and described as under in the Mortgage Deed:—

All those one thousand Acres of Land, situate, lying, and being, in the County of Camden, and Colony of New South Wales, bounded on the south by a line bearing west eight chains; on the west by a line bearing north one hundred and thirty chains; on the north by a line bearing east eighty chains; and on the east by a line bearing south one hundred and thirty chains to the south-east corner thereof, to be called Moore's Land.

ALSO,

All those five hundred Acres of Land, situate, lying, and being, in the County of Camden aforesaid, bounded on the west by the above-described one thousand acres of land, bearing north by a line bearing east fifty-eight chains; on the east by a line bearing south ninety-five chains; and on the south by a line bearing west fifty-eight chains to the south-east corner of the said one thousand acres, to be called Hazeldon.

ALSO,

All that piece or parcel of Land, containing one hundred acres, situate in the County of Camden aforesaid, near Berrima, bounded on the east by a line north fifty chains, commencing at the New Argyle Road, being the continuation of the east boundary of allotment number three, on the north side by a line west seventeen chains; on the west by a line south seventy chains; and on the south by the New Argyle Road, sold as lot twenty-seven in pursuance of advertisement of fourteenth October, one thousand eight hundred and thirty-four.

ALSO,

All that other piece or parcel of land containing one hundred acres, situate in the county of Camden, aforesaid; number five of the allotments on the north side of the Wingecarribee River, bounded on the east by a line north fifty-nine chains, commencing at the south-west corner of allotment number four; on the north by land reserved as access to some ponds of fresh water, being a line west seventeen chains; on the west by a road dividing it from allotment number six, being a line south sixty-five chains; and on the south by the new Argyle Road to the commencing corner, being the land sold as lot eleven, in pursuance of the advertisement of the seventeenth December, one thousand eight hundred and thirty-three.

ALSO,

All that other piece or parcel of land, containing, eighty acres, more or less, situate in the county of Camden, aforesaid, near Mittagong; bounded on the west by a continuation of the west boundary of the said William Henry Moore's grant; north twenty-four chains; on the north by vacant land and part of Macvitie's grant, east thirty-three chains, seventy-five links, being the land promised to William Hamilton, and granted to William Henry Moore, in accordance with a report, No. 473, made on the 31st of December, 1835, by the Commissioners appointed under the Act of the Colonial Legislature, 4th William IV., No. 9.

ALSO,

All that other piece or parcel of land, containing eighty acres, more or less, situate in the county of Camden aforesaid, near Mittagong; bounded on the west by William Hamilton's grant; north twenty-four chains; on the north by a part of Macvitie's grant, east thirty-three chains and seventy-five links, on the east by Henry Linden's grant; south twenty-four chains, and on the south by part of the said William Henry Moore's grant, west thirty-three chains and seventy-five links; being land promised to Benjamin Goddard, and granted to the said William Henry Moore, in accordance with report No. 473, made on the 31st day of December, one thousand eight hundred and thirty-five, by the Commissioners appointed under the Act of the Colonial Legislature, 4th William IV., No. 9.

AND ALSO

All that other piece or parcel of land, containing thirty acres, more or less, situate in the county of Camden aforesaid, near Mittagong: bounded on the west by Benjamin Goddard's grant; north twenty-four chains; on the north by part of Macvitie's grant; east twelve chains and fifty links; on the east by a line south, twenty-four chains, to the north-east corner of the said William Henry Moore's grant; and on the south by part of William Henry Moore's grant; west twelve chains and fifty links, being the land promised to Henry Linden, and granted to the said William Henry Moore, in accordance with a report, No. 473, made on the thirty-first day of December, one thousand eight hundred and thirty-five, by the Commissioners appointed under the Act of Colonial Legislature, 4th William IV., No. 9.

To be sold subject to a claim of one thousand one hundred and five pounds (£1105), being principal Mortgage Money and Interest due thereon, to the Savings' Bank, to the 30th present month.

Terms and conditions at time of Sale.

JOSEPH M'KENNA, Trustee.

SHIPPING INTELLIGENCE.

ARRIVALS.

April 16.—*Jane Goudie*, barque, 233 tons, Captain Goudie, from Port Phillip the 9th instant, with sundries. Passengers—Mr. J. M. Chisholm, Captain Howey, Mr. Dane, Mr. Cameron, Mr. Rutledge, Mr. John Roach and son, Mr. Schwonbergh, Mrs. Nickleburgh, Mr. Moses, Mr. D. Jillie, Dr. Falloon, and Mr. Charles Conner, Mr. G. Stevens, Mrs. Williams, Mr. John Kennedy, Mr. A. Graham, Mrs. Graham, two daughters and son, Miss Riley, Miss Lloyd, and two Malays.

April 16.—*Mary Nixon*, barque, 391 tons, Captain M'Donnell, from the Downs, 8th December, with sundries. Passengers.—Mr. Birkett, Mr. Day, Mr. Lowe, Mr. Appleton, Mr. Burgess, Mr. Hodges, Mr. Layton, Mr. Kerr, and Mr. Caldwell. C. Appleton, agent.

April 16.—*Dorset*, brig, 82 tons, Captain Walsh, from Port Adelaide, 1st instant, with sundries. Passengers—Messrs. Wright, A. Young, A. Harriott, A. Silver, J. Lenny, E. Harris, and A. Lazar.

April 16.—*Ocean Queen*, brig, 192 tons, Captain Freeman, from the Mauritius 28th February, and Hobart Town the 11th instant, with sundries. Passengers—Assistant Commissary-General Swan, Mrs. Swan, and servant, Mr. F. Swan, Mr. and Mrs. Hogg, and daughter. Campbell and Co., agents.

, A brig, supposed to be the *Emma*, from Adelaide, signalled at sunset last evening.

DEPARTURES.—None.

CLEARANCES.

For Madras, the ship *Medusa*, Captain Purdie, with horses, &c. Passengers—Captain Mackenzie, Dr. Baikie, Messrs. Mark Dixon, Horace Goock, William Bunny, James May, and two native servants.

For Guam, the brig *Munro*, Captain Balfour, in ballast.

EXPORTS.

April 16.—*Medusa*, ship, Purdie, master, for Madras: 30 horses, 1 cow, 20 tons hay, 350 bushels oats, 3 tons bran, J. Purdie; 3 cases jewellery, 2 cases saddlery, 1 case plated ware, 1 case coral necklaces, and 1 case beads, T. Smith and Co.

H.M.S. *Thalia*, 42 guns, Captain Charles Hope, arrived in Port Jackson, most unexpectedly, on Monday night, after a passage of 57 days, direct from Bombay. She has brought London papers to the seventh of January, inclusively, the overland mail having arrived about a week previously to her leaving Bombay. H.M.S. *Thalia* has been transferred from the East Indian to the Pacific station, and will sail next week for the Sandwich Islands. We learn also, by the *Thalia*, that Admiral Sir William Parker arrived at Singapore, from Hongkong and Manila, on the 12th January, on his way to Penang, Calcutta, Madras, Trincomalee, and Bombay.

The *Jane Goudie* left the heads of Port Phillip on the 9th instant, on which day the *Isabella* and *Christina* arrived there, having left Sydney on the 14th March; the latter had carried away the head of her main topmast. The *Regulus*, for London, left Port Phillip the same day as the *Jane Goudie*.

The *Louisa*, hence 29th March, arrived at Hobart Town on the 8th instant. The *Marion*, from Portsmouth, with male convicts, arrived there on the 10th instant; and the *Lady Franklin*, with female prisoners, on the 1st instant. The *Emma Eugenia* left Hobart Town for India, on the 7th instant.

The *Talent*, Captain Finnie, touched at Pernambuco, on the passage hence to London.

The *Enmore*, Ellis, entered outwards in London for Sydney, on the 21st December.

The *Jane Goudie* is at Campbell's Wharf, where she will discharge her cargo.

The *Stratheden*, hence 20th August, arrived at Madras on the 7th November. The *Troubadour*, hence 18th August, arrived there on the 8th November.

The *Dorset* brings 134 bags salt, 335 bags flour, 417 bags wheat, and 1 case slops. The *Emma* was to leave for Sydney on the 5th inst. The *Mary Ann*, for Launceston, was spoken by the *Dorset*, off Twofold Bay last Sunday morning: saw a brig, supposed to be the *William*, entering Twofold Bay on Monday morning, and the *Diana*, for Port Phillip, off Cape Howe the day before.

The only vessels spoken by the *Mary Nixon* were the *Marion*, since arrived at Hobart Town, the *Dauntless*, from London, for Calcutta, and the *Mary East*, for Bombay. She was also in company with the *Emma*, from Port Adelaide, for Sydney, on Sunday last, off Twofold Bay.

The *Maitland* steamer, having completed her repairs, will go off the Patent Slip this afternoon.

DIARY.

MEMORANDA TO NEXT PUBLICATION.

April.		SUN, rises	sets	HIGH WATER. morn	even
17	WEDNESDAY	6 28	5 32	7 42	8 6

New Moon, April 18, 36 m. past 2, morning.

ROYAL VICTORIA THEATRE.

OPEN EVERY NIGHT AT HALF-PAST SIX, COMMENCE AT SEVEN O'CLOCK PRECISELY.

THIS EVENING, WEDNESDAY, April 17, 1844, will be presented, for the first time these five years, the Domestic Drama, in three Acts, entitled ELLEN WAREHAM; in which MR. NESBITT will make his first appearance in the character of CRESSFORD. After which a Comic Dance, by MR. TORNING. To conclude with, for the last time, the Romantic Drama of EL HYDER.

VIVAT REGINA. J. LAZAR, Manager.

The Sydney Morning Herald.

WEDNESDAY, APRIL 17, 1844.

"Sworn to no master, of no sect am I."

THE NEWS FROM ENGLAND.

UPON looking through the papers kindly lent to us by Captain HOPE, of H.M.S. *Thalia*, we find the following items of intelligence not mentioned yesterday:—

The wool reports appear to be still favourable: we have not seen any account-sales, but the nominal prices are good.

Mr. MACGREGOR, late British Consul, at Elsinore, had received the appointment of Consul-General, at Hongkong; it was understood that the Military Commander-in-Chief is to be governor of Hongkong, but that all the diplomatic arrangements are to be made by the Consul-General. There is to be a Consul with £1500 a-year, and a Vice-Consul with £750 a-year, at each of the four out-ports, opened by the treaty. There is to be a Chief Justice of Hongkong, with a salary of £2500 a-year.

Mr. Serjeant JONES, formerly Solicitor-General of Van Diemen's Land, had been appointed a Judge of the Supreme Court at Madras.

Sir GEORGE MURRAY was appointed Colonel of the 1st Royals, in succession to the late Lord LYNEDOCH, and it was understood that Sir JOHN MACDONALD would be appointed Colonel of the 42nd.

Great exertions were being made to raise funds for educating the poor, particularly in the manufacturing districts. We have before noticed the noble subscription being raised by the National Society, and the commencement of a subscription by the Wesleyan Methodists for the same purpose. We perceive that the Congregationalists have resolved to raise an education fund of £100,000, and at a preliminary meeting, £12,000 was subscribed. It appears to be tacitly admitted on all sides that it is impossible to form a *general* system of education.

The Rev. Dr. JELF had been appointed Principal of King's College, London, in succession to Dr. LONSDALE.

Among the deaths we notice Mr. J. C. LOUDON, General Sir J. TAYLOR, and Madame CATALANI.

The recent concessions made by Sir C. T. METCALFE do not appear to have satisfied the democratic party in Canada; an extract, which will be found in another part of the paper, shows that the government is in a very unsettled state.

The *Morning Herald* newspaper was purchased by Mr. BALDWIN, the proprietor of the *Standard*, for £28,000.

Despatches from the Governor of New South Wales reached Downing-street on the 18th December. Despatches for HIS EXCELLENCY left Downing-street on the 28th December.

Mr. ARCHIBALD BOYD, from New South Wales, had an interview with Lord STANLEY on the 14th December. Mr. GEORGE RUB, from New Zealand, saw his LORDSHIP the same day.

The most exaggerated accounts of the commercial state of the colony were being published. In the *Morning Post* of December 20th, we find the following paragraph: "A gentleman, who has just arrived from Sydney, states, that on the day he left the colony, fifty-seven establishments failed." Who this mendacious gentleman could have been, we have no means at present of even guessing, and it is difficult to conceive what could have been his motive for publishing such a malicious falsehood.

A number of very interesting extracts will be found in another part of the paper.

IMPORTANT FROM INDIA.

OUR readers are aware, that in consequence of the insurrection in the kingdom of Lahore, and the murder of the MAHARAJAH and several members of his family, a large force was being, under Lord ELLENBOROUGH's directions, assembled on the banks of the Sutlege, which is, we believe, the river dividing Lahore from British India.

Upon Lord ELLENBOROUGH's arrival at the head quarters of the army, he issued a proclamation, in which he stated that it was the intention of the British to march into the Lahore country for the purpose of protecting the rightful heir to the throne, a boy about eight years of age. Upon arriving at Gwalior, the insurgent chiefs came to the British camp and made submission, and signed treaties, which were considered so conclusive, that the heavy artillery of the army was ordered back to Agra, and was actually detached from the main body, and commenced its march back again.

The negociations, however, appear to have been only for the purpose of gaining time, for on the 28th December the insurgents had mustered sufficient force to attempt to cut off a reconnoitering party, and on the following day, when the British advanced to drive back what they evidently considered a mere flying band, they found themselves suddenly opposed by an army of 15,000 infantry, 3000 cavalry, and 100 guns; the British force being 11,000 infantry, 3000 cavalry, and 40 guns, besides which, a force of 7000 men was rapidly advancing under General GREY. The battle, or rather two battles (for General GREY was engaged part of the day) were very sharp affairs. The loss on the side of the British was nine officers and 140 men killed, and forty officers and 866 men wounded; the loss of the enemy was estimated at 3000 men killed and twice as many wounded. The British officers killed were General CHURCHILL, Quarter-Master-General Queen's Troops; Major CROMMELIN, 1st Light Cavalry; Captains M'GRATH and COBBAN, 50th Regiment; Lieutenant NEWTON, 16th Grenadiers; and Ensign BRAY, 39th Regiment.

The battle was so unexpected, that the GOVERNOR-GENERAL and the ladies of the army were on the field the greater portion of the day.

The victory was so decisive, that no further opposition was offered, and the GOVERNOR-GENERAL proceeded to the capital, where he assisted in the installation of the young MAHARAJAH, and entered into a treaty, by which a force of ten regiments, to be officered by the British, is in future to be maintained in the Punjaub.

The necessary arrangements for the establishment of this force were being made, and the army was on its way back to Agra. Lord ELLENBOROUGH considered every thing settled to his satisfaction.

We shall endeavour to-morrow to make room for some extracts giving the details of the battles and subsequent events.

LAW INTELLIGENCE.

SUPREME COURT.—IN BANCO.

[We were compelled, from want of room in our yesterday's number, to compress the reports of the Supreme Court proceedings into the smallest possible space. We now give the judgments which were pronounced at length.]

MONDAY, APRIL 15.

BEFORE Sir JAMES DOWLING, C.J., BURTON, J., and STEPHEN, J.

J. P. WILKIE *v.* W. PEBERDY.

This was an action of special assumpsit. The declaration stated, that at the time of the promise declared upon, the plaintiff was *in the possession* of a certain dwelling-house, which he had then lately repaired and improved at his own cost, and one J. Schofield being desirous of entering into possession thereof, which plaintiff was willing to allow, on being indemnified for what he had laid out for improvements thereupon, on the 28th June, 1841, in consideration that the plaintiff, *at the request of the defendant*, would give up possession to Schofield on the 1st July ensuing; the defendant promised to pay to the plaintiff within one year from the 1st July, the sum of £75. Averment of performance of the plaintiff's part, by letting Schofield into possession, with notice thereof to the defendant, and breach by the defendant in not paying the money within the time agreed.

Pleas:—1st, non-assumpsit, and issue thereon; 2nd, that there was no consideration for the promise by the defendant, for that the plaintiff was legally bound at the time of the promise to give up possession to Schofield on the day mentioned, he being entitled as landlord to enter into possession, and that the plaintiff had not any right in law to withhold possession until he was indemnified for improvements, and which improvements were not made by the plaintiff at the request either of the defendant or of Schofield; concluding with a verification.

Demurrer,—that the general statement of "no consideration" for the promise declared upon, is insufficient,—and should set forth specially the facts and circumstances from which such conclusion could be drawn, so as to enable the plaintiff to traverse the supposed facts from which the defendant drew the conclusion; it being quite consistent with the plea, that the plaintiff had a complete legal right to be indemnified for the repairs, although he might not have any legal right to retain possession of the house until payment was made for them.

This demurrer was argued last term, and it was contended for the defendant, that the plea was quite good enough for the declaration, which being general, was sufficiently answered by a general denial of consideration.

Sir JAMES DOWLING, C. J., delivered the decision of the Court: We have looked into the points upon which this case turns; first, whether the *possession* of the house, as stated, is sufficient *primâ facie* consideration to support the promise declared upon; and, secondly, whether, if it be so, the plea is sufficiently explicit to put the plaintiff to take issue. We are of opinion that the *possession* of the house by the plaintiff at the time of the promise, must, until the contrary is shown, be taken to be a *lawful possession*; and as the consideration for the promise is an act *to be done by the plaintiff at the request of the defendant*, though a stranger, the declaration is well enough. The cases Jones *v.* Jones, 6 *Mee. and Wels.* 84, and Butcher *v.* Stewart, 9 Id., 405, are authorities in principle to this point. Looking at the declaration in that light, we think the plea has not gone far enough in merely denying the consideration for the promise. Consideration or no consideration is a question of law arising from facts stated; and we think it was incumbent on the defendant to show in his plea how, and under what circumstances there was no consideration. He has merely raised an issue of law instead of fact, and does not enable the plaintiff to take issue on the facts on which the supposed law arises. It may be, that the defendant is a stranger, and unacquainted with the rights of the plaintiff as between him and the landlord; but as he has undertaken to deny consideration, and affects to *know* that the plaintiff was legally bound to give up possession to the landlord without being reimbursed for repairs, he ought to show how he was so bound. It is consistent with the plea that the plaintiff had a complete legal right to be indemnified, although he might be bound to give up possession to the landlord. The plea admits that the plaintiff was in possession at the time of the promise, and that he gave it up; and there is no distinct negation of all possible legal or equitable right which the plaintiff might have to receive the money. If the defendant had shown that the plaintiff was a trespasser, his plea might be well enough, and put the plaintiff to deny the fact. The statement, that the plaintiff was in fact in *possession* at the time of the promise, makes out a *primâ facie* case, and the plaintiff was not bound to show any title other than that of possession. This is not like the case of *Brealey* v. *Andrew*, 7 Ad. and El. 108, cited for the defendant, where the Court was called upon to *presume* a consideration, not stated in the declaration. Here there is a *primâ facie* consideration stated, which is not sufficiently traversed by the plea, and we think the demurrer must be allowed; but the defendant may have leave to amend on payment of costs.

C. W. ROEMER *v.* A. POLACK.

This was an action of SPECIAL ASSUMPSIT.—The declaration stated, that on the 2nd February, 1843, the defendant in consideration of £45 17s. *then* paid him by the plaintiff, *had* guaranteed to the plaintiff the due payment of a promissory note of one H. Moore, in the plaintiff's favour, for £916 19s. 3d., on the 26th August then next, and Moore being unable to pay the note when due, thereupon, on that day, (the defendant's guarantee being then in full force) in consideration of the *premises*, and of the *said* sum of £45 17s., and that the plaintiff would take the sum of £229 4s. 9d. in cash, in part payment of the note, and would grant Moore three months for the payment of the residue of £916 19s. 3d., by taking Moore's note for £687 14s. 6d., payable to the plaintiff or his order, on the 29th November then next, the defendant promised to pay the plaintiff, the last mentioned note within twenty-one days after the same became due, unless Moore should previously retire it. Averment of the taking of the cash, and of Moore's note for £687 14s. 6d.—of the non-payment thereof by him, although duly presented at maturity, of which the defendant had notice. Breach, non-payment of the note by the defendant, within twenty-one days after maturity, the same not having been retired by Moore. The defendant pleaded the Statute of Frauds, for that the agreement declared upon, was not in writing. The plaintiff replied, that it was in writing, and set it out in the following terms:—

"Mr. Charles William Roemer.—Sir, In consideration of the sum of £45 17s., which I received from you on the 2nd February last, I *did* guarantee to you the payment of Henry Moore's promissory note in your favour for £916 19s. 3d., due today, and whereas Henry Moore is unable to pay the same, I have consented that you should take in payment for said promissory note the sum of £229 4s. 9d. in cash, and the said Henry Moore's promissory note for £687 14s. 6d. in your favour, due 29th November next; and I *now* undertake, *in consideration of the abovenamed sum* of £45 17s. which *I received* from you on the 2nd February last, to pay Henry Moore's promissory note in your favour, for £687 14s. 6d., due on the 29th November next, within one-and-twenty days of the day on which the said promissory note of £687 17s. 6d. will become due, unless Henry Moore has previously retired the same, and I hereby also hold you harmless against your endorsement on the said promissory note of £687 14s. 6d.—Sydney, 26th August, 1843, A. Polack."

To this replication the defendant demurred; assigning for causes, that the guarantee thereby set out was a departure from the contract stated in the declaration; that it showed other and different considerations from those stated in the declaration; that it showed no valid consideration for the promise alleged; that it showed a different promise from that declared upon; that the only consideration shown in the guarantee set out, is a consideration for a different contract from that stated in the declaration; and that it is uncertain what the consideration for the guarantee was.—Joinder in demurrer.

Sir JAMES DOWLING, C.J.: The true point for determination on these pleadings is, whether the guarantee set out in the replication is not a departure from, and at variance with, that set out in the declaration.

No objection has been made to the frame of the declaration. That may therefore be taken to be well drawn; but the objection is, that it states *more* than is expressed in the *writing* signed by the defendant, and by which he binds himself.

The substance of the declaration is, that in consideration of £45 17s., paid him on the 2nd February, the defendant *had* guaranteed the payment of Moore's note for £916 9s. 3d. on the 26th of August, and Moore being unable to pay it, therefore the defendant, in consideration of the *premises*, and in consideration of the *said* sum of £45 17s., and that the plaintiff would take £229 4s. 9d. in cash, in part payment, *and give Moore three months for the payment of the residue*, by taking Moore's note for £687 14s. 6d., payable on the 29th November, the defendant promised, &c. The obligatory part of the promise by the defendant, is contained in the guarantee dated 26th August. Has the plaintiff truly set it out? The guarantee set forth in the replication begins by *reciting a former contract* between the defendant and the plaintiff, and states what was the consideration for it. That contract being *at an end*, and the consideration of it *exhausted*, the defendant goes on to recite that Moore being unable to pay, he, the defendant, had consented that the plaintiff should take part cash, and the remainder of the amount of the first note in another note of Moore's, and then enters into a *new obligation* touching the payment of the latter note, and says, "I *now* undertake"—in consideration of what?—"in consideration," not of a new sum of £45 17s., but of the £45 17s. which he *had received* under the old *contract, then ended*, and the *consideration exhausted*, to pay the new note within twenty-one days after maturity, if it should be dishonoured by Moore.

Looking at the guarantee according to its terms, there does not appear to be any consideration to support the new promise. The declaration alludes to the *premises* as the consideration. What premises? That on the 2nd February the defendant had been paid £45 17s. for his guaranteeing the payment of Moore's note for £916 19s. 3d. on the 26th August, and that Moore had been unable to pay it. That guarantee was not then in full force, for it was then ended, and the consideration absorbed. The *premises* therefore do not support the new contract, and there is nothing in the *written* guarantee to bear out the statement of the rest of the consideration. The rest of the consideration is an agreement in addition to the *premises*, *that the plaintiff would take cash in part payment of the original note, and would give three months' forbearance for the payment of the residue*, by taking another note. This no doubt would be a good consideration, if the written guarantee contained any proof that such was the defendant's contract. The guarantee set out is not that which has been declared upon. The instrument proffered says nothing about three months' forbearance; all that the defendant says is, that in consideration of £45 17s., paid under a *past and ended contract*, he will undertake to pay the new note within twenty-one days after it is at maturity and dishonoured. Doubtless the meaning of the parties may be gathered by *conjecture*; but the Court is not at liberty to conjecture their meaning. There is here no *written evidence* that part of the consideration was the forbearance to press Moore, and give him further time. The Statute of Frauds requires a written agreement, memorandum, or note; and it has been holden that the term "agreement" includes the *consideration* upon which the promise is founded, and therefore that it is *necessary* that the consideration should appear upon the *face of the written guarantee*. *Wain* v. *Warlters*, 5 East 10. *Lyon* v. *Lamb*. There may be here a good *promise* in writing, but there is no written evidence of the *consideration* which it must contain, and cannot be supplied by parol evidence. The objections here are—that, in the first place, there is no consideration to support the new promise; and, in the second, that the consideration set out in the declaration is not evidenced by the *written contract itself*. There appears therefore to us to be a departure in the replication from the contract stated in the declaration. We have looked into the cases cited in support of the demurrer, of *Hames* v. *Armstrong*, 1 Bing. N. C. 761. *Lysaght* v. *Walker*, 5 Bligh, P. C. 2. *Head* v. *Baldery*, 6 Ad. and El. 459. *Rucker* v. *Todd*, 8 Ad. and El. 846. *Thomas* v. *Williams* 10, Barn and Cres. 664, and *Cole* v. *Dyer*, 1 Crom. and Jer. 461, and find that they bear out the principle on which this case must be decided. We are not at liberty to reject any part of the written evidence of the contract. It was contended that we might throw out as insensible what immediately follows the words "I now undertake," namely—"in consideration of the above-named sum of £45 17s.;" but supposing we did so, it would still be uncertain what was the consideration for the promise. Agreeing that the *intention* of the parties may be *collected* from the instrument, still if what is presented by the evidence of intention be capable of a *diverse interpretation*, the authorities cited show that the Court cannot give judgment. We cannot by *implication* come at the meaning of the parties unless it is such a necessary implication, importing, not natural necessity, but so strong a probability, that an intention to the contrary cannot be supposed. *Wilkinson* v. *Adam*, 1 Ves. and B. 466. Now here there may be a contrary intention supposed from that which the plaintiff seeks to establish. It is left in uncertainty what was the consideration for the defendant's promise, we are compelled, on authority to hold that the written guarantee is not sufficient to take the case out of the Statute of Frauds.

The grounds of our decision are twofold; first, that there is a departure from the declaration, in setting out in the replication an agreement varying from the one stated in the declaration; and, secondly, that the replication does not meet and overcome the substantial allegation in the plea. That allegation is in substance, that the promise stated in the declaration, namely, a promise founded on a particular consideration, is not in writing, and the replication does not show that it is so; but shows a different promise, or at least a promise founded on a different consideration. Judgment must be given for the defendant.

EXPARTE JOHN PEARSE.

Sir JAMES DOWLING, C. J., delivered judgment as follows in this case:—

During the last Term, the Court granted a rule *nisi* for a *mandamus* to be directed to Charles Windeyer and Thomas Broughton, Esquires, two of Her Majesty's Justices of the Peace, in and for the city of Sydney, and county of Cumberland, commanding them to hear and determine, at the instance of *a common informer*, an information against one Thomas Stone, for selling spirituous liquor without being duly licensed, contrary to the Local Ordinance, 2 Vic., No. 18. The Justices had refused to proceed with the case, on the ground that they were of opinion, that a common informer was not authorised to exhibit such an information. The application was stated to have been made, not in a hostile spirit, but rather with the concurrence of the Justices, who were anxious to have the question determined by the adjudication of this Court. On showing cause against the rule *nisi*, it was contended, that as the Local Ordinance, 2 Vic., No. 18, did not, in *express terms*, give the right to a common informer to sue for the penalties incurred by the Act, the Justices had no jurisdiction to hear and determine an information at the instance of a common informer.

The question arose upon the construction of the 80th section of the Act, by which it is enacted, "That one moiety of all fines and penalties *paid and received* by virtue of this Act, shall go to the use of the party or parties *informing*, and *suing for the same*, and after payment and deduction thereof, all other sums of money, collected, levied, or received, under and by virtue of this act, shall be paid into the hands of the Colonial Treasurer, and be appropriated to the use of her Majesty, her heirs, and successors, for the public uses of the said colony, and the support of the government thereof."

This is the only clause in the Act bearing upon the point raised, except the 74th section, which enacts, that all offences against the Act shall be heard and determined in a summary way, according to the law in force for the time being, regulating summary proceedings before Justices of the Peace, "*except only where some other special course of proceeding may be directed by this Act*." On referring to the Summary Jurisdiction regulating Act, 5 William IV., No. 22, we do not find any express provision authorising common informers to sue for penalties. It contains a general clause (s. 6,) enacting the manner in which penalties imposed shall be *distributed*; but does not, except by *implication*, point out that a common informer may sue for them. That section will not therefore aid the construction of the special course of proceeding directed by the 2nd Victoria, No. 18, section 80, which we are now called upon to interpret.

The question is, whether we are bound by *necessary implication and intendment* to hold, that inasmuch as the 80th section says, that one moiety of all fines and penalties *paid and received* (that is *when paid and received*,) shall go to the use of the party *informing* and *suing for the same*, it is a common informer who may sue; or in other words,—inasmuch as a common informer has a right to *receive* the moiety of the penalties *when paid*, he has an equal right to set the Justices in motion *and demand* the infliction of the penalties.

The case of *Fleming*, *q. t.* v. *Bailey*, 5 East, 313, (and which appears to have influenced the Justices below in refusing to entertain the information) was cited as an express authority for holding, that a common informer cannot *sue* for, though he may *receive* a moiety of the penalty when paid, under the local act.

In the case referred to, a common informer brought a *qui tam* action, for three several penalties of £20 each, for a violation of the Printer's Act, 39 Geo. III., c. 79. By the 35th section of that Act, any penalty exceeding £20, may be sued for by any person, in any Court of Record at Westminster, and any penalty not exceeding £20, should and might be recovered before any Justice of the Peace. The plaintiff in that case sought by *cumulative* penalties of £20 each, to bring the case within the jurisdiction of the King's Bench; but the Court held, that as the statute only gave a common informer a right to sue in a Court of Record, when the penalty *exceeded* £20, the jurisdiction of the King's Bench was ousted, and the plaintiff by seeking to recover *cumulative* penalties, did not come within the privilege of suing in a Court of Record. The plaintiff's counsel endeavoured to maintain that the jurisdiction of the King's Bench was not ousted; whereupon Lawrence, J., said, "a common informer cannot sue at *common law*; therefore you must show some clause in the Act giving him a power to sue in this *particular* case." The counsel then referred to the 36th section, which enacts, "That all pecuniary penalties imposed by this Act, *when recovered* either by action in any Court, or in a summary way before any justices, shall be applied, one moiety to the plaintiff in any such action, or *the informer before any justice*, the other moiety to the King." Upon this Lawrence, J., observed, "That only applies to the penalty *when recovered*, but does not give the informer *the original power to sue for it*;" and Lord Ellenborough said in giving judgment, "A common informer can have no right to sue for any penalty but where *power is given to him for that purpose by the statute*."

If the case cited had turned upon the question, whether the informer could sue before justices for penalties *not exceeding* £20, and the Court had held in the negative, we might have felt ourselves bound by the decision; but the only point in judgment was, whether, as the informer sought to recover *cumulative* penalties of £20 each, he had a right to recover in a Court of Record; and the Court held that he had not, because the power of so suing was not expressly given. The observations thrown out by Lord Ellenborough, C.J. and Lawrence, J., were with reference to *that point only*, and cannot be regarded as a decision on a point not before the Court, and which it was unnecessary to determine. At the utmost, supposing what was thus thrown out by the Judges would be applicable to the question raised in this case, they were incidental observations, and must be regarded as *obiter dicta*. We have been unable to find any case in which *Fleming* v. *Bailey* has been recognized as an authority for anything more than what the Court then decided, namely, that suing for *cumulative* penalties of £20 did not give the informer the power of suing in a superior Court of Record. We cannot therefore extend that case beyond what the Court plainly intended. In the modern case *Bellby* v. *Scott*, 7 Mee and Wels. 93, which was a *qui tam* action for penalties under the 70th section of the Pilot Act, 6 Geo. IV., c. 125, one of the questions raised, was whether, under the 83rd section, the plaintiff had a right to maintain the action as a common informer. By that section, "One third of all fines or penalties *to be levied*, in pursuance of the Act, shall go to the person who shall inform or sue for the same," &c., and the Court intimated a clear opinion, that the action was properly brought by a common informer; although the judgment of the Court in the defendant's favour turned upon the substantial question arising on the construction of the Pilot Act. In that case, *Fleming* v. *Bailey* was not even alluded to; and it is scarcely to be believed that it would have escaped the research of the counsel, or of the Court, if it could be deemed an authority for holding that the common informer could not sue because the right of suing was not given in express terms. There being no authority to support the very strict interpretation of the local Act contended for, we must resort to the received principle (which has been acted upon in innumerable instances), that where a statute gives the penalty to a particular party, it must be construed to give him a right to sue for it. In Hawk., P. C. lib. 2. c. 25. s. 17, it is thus laid down: "Where a statute gives any part of a penalty to him who will sue for it, by action or information, &c., I take it to be settled, at this day, that any one may bring such action or information, and lay his demand *tam pro domino rege quam pro seipso*." In this case, the local Act says "that one moiety of all fines and penalties *paid and received* by virtue of this Act, shall go to the uses of the party or parties *informing, or suing for the same*, &c." Now it appears to us, that by the plain intendment, and necessary construction of this clause, the Legislature gave to the party entitled to *receive*, the right to *demand* his portion of the penalty. The rule must therefore be made absolute for the mandamus.

IN THE MATTER OF DEEDO, LATE A SEAMAN ON BOARD THE SHIP "STRATHISLA."

Sir JAMES DOWLING delivered the decision of the Court:—

On the last day of last term, cause was shown against a rule *nisi* for a *mandamus*, to be directed to Henry Macdermott, Esq., one of her Majesty's Justices of the Peace, in and for the City of Sydney; commanding him to hear and determine a summons exhibited by Deedo, late a seaman on board the ship *Strathisla*, against the owners of that vessel, for the recovery of wages claimed to be due to him, to an amount not exceeding £20. The justice refused to adjudicate, on the ground of want of jurisdiction.

The *Strathisla* was a colonial registered vessel, of 387 tons, and owned by resident merchants in Sydney. The applicant had hired himself to serve as a seaman on board the vessel, from Batavia to any port or ports in the Indian Islands, and to the port of Sydney, there to be discharged. The vessel having returned to her home port and been discharged, Deedo summoned the owners for his wages, under the Act 5 and 6 Wm. IV., c. 19. s. 15, which gives jurisdiction to decide on claims to an amount not exceeding £20 for seamen's wages, to any Justice, in any part of Her Majesty's dominions, residing near to the place where the ship shall have ended her voyage, cleared at the Custom House, or discharge her cargo, or near to the place where the master or owner, upon whom respectively the claim is made, shall be or reside. By the 54th section of the same Act, it is enacted that that Act "shall not extend or apply to any ship registered in or belonging to any *British* colony having a *Legislative Assembly*, or to the crew of any such ship, while such ship shall be within the precincts of such colony, anything hereinbefore contained to the contrary notwithstanding."

By the Local Act of the Governor and Legislative Council, 7th Victoria, No. 21, entitled. "*An Act to amend an Act, entitled an Act for the further and better regulation and government of seamen within the colony of New South Wales and its dependencies, and for the establishment of a Water Police*," "and further to amend the law relating to the government of seamen in the merchant service," which was passed on the 23rd December, 1843, after reciting by the 17th section, that "it is expedient to remove doubts as to whether the statute 5 and 6 William IV., c. 19, be now in force in the colony of *New South Wales*;" it is in the gross "*Declared and enacted that that Act is and shall be in force and operation in this colony*." Notwithstanding this declaratory enactment of the Local Legislature, the Justice below refused to adjudicate on the claim, being of opinion that the 54th section of the recited Act deprived him of all power of adjudication.

It could not be disputed but for the 54th section of the English statute, which is popularly called Sir James Graham's Act, the Justice below would have had jurisdiction to adjudicate upon this seaman's claim; that section, however, having expressly enacted that the statute shall not apply to any ship registered in or belonging to any British colony "having a *Legislative Assembly*," one question presented for our determination was, whether for the purposes of that enactment the legislature of this, as a *British* colony, must not now be held to be a *Legislative Assembly* within the intent and meaning of Parliament, and consequently that the Justice below had no jurisdiction.

Until the passing of the statute 5 and 6 Vic., c. 76, establishing the present Legislative Council, composed as it is of twelve nominees of the Crown, and twenty-four elected representives, this colony could not be said to possess a Legislative Assembly, according to the constitutional meaning of that description of Legislative body. It is to be observed that the 54th section of the Act does not say "having a *House* of Assembly" but "having a Legislative Assembly." The former has a definite meaning, as a body of popular representatives, analogous to the House of Commons, distinct from Councillors appointed by the Crown. By the new legislative constitution for this colony, the distinct elements, which form the Legislatures of other colonies, are amalgamated into one body, for the same common purpose of ordaining laws for the welfare and good government of the people. In common parlance, as well as for all practical purposes, when their elements are congregated together, they form *a Legislative Assembly*. In name, it is true, they are called a *Legislative Council*; but in substance and fact they are a Legislative Assembly. By 5 and 6 Vic., c. 76, did Parliament mean to confer something more of political power on the people of this colony for the purpose of local legislation, that was imparted by the statute 9 Geo. IV, c. 83? If it did, what was the meaning and intent of the concession? The 22nd section of that Act, acknowledging the necessity of devolving upon persons resident in the colony, the power, under proper restrictions, of making laws and ordinances for the welfare and good government of the colony, recites, "*And whereas it is not at present expedient to call a Legislative Assembly* in either of the said colonies," — and then proceeds to constitute a Council of nominees of the Crown, not exceeding fifteen, nor less than ten. If it was *inexpedient then* to call a Legislative Assembly, what has Parliament now done by the statute 5 and 6 Victoria, c. 76? It has in fact, called together twenty-four elective representatives of the people, and has associated with them twelve nominees of the Crown, who, but for this arrangement, would have been a separate body as a Council, in like manner with some other colonies. In name, they are properly called, when assembled together, a Legislative Council; but in fact, they are a Legislative Assembly. The establishment of a Legislative Council so constituted, appears to us to satisfy the meaning of the 54th section of Sir James Graham's Act, when it speaks of a *Legislative Assembly*, that is, an Assembly in which popular representatives are collected, armed with full powers of local Legislation. If the Act had said, "having a *House* of Assembly," there might have been a difficulty in holding that our present Council, with its conjoined elements, answered the meaning of the Parliament. It must be taken, that the Act contemplated colonies which had not within themselves powers of legislation with popular elements, adequate to the satisfactory enactment of local laws for the welfare and government of Her Majesty's subjects. This view of the question seems to be somewhat fortified by bearing in mind the date of Sir James Graham's Act, and the date of that for the government of New South Wales. The former was passed on 30th July, 1835; and the latter on the 30th July, 1842; and Parliament may be fairly supposed to have in view, that the constitution of the New Legislature for New South Wales, would except the colony out of the operation of the Seaman's Act. Taking, therefore, that the Legislative Council of this colony may be regarded as synonimous with a *Legislative Assembly*, with power to adopt or reject Acts of Parliament which are in force in other parts of the *British* Empire; the second difficulty which arises in this case, is, as to the *mode* in which the power has been exercised. The Local Act, 7 Vic., No. 22., sect. 17, has, without discriminating what parts of Sir James Graham's Acts are, and what are not, applicable to the colony, has in the gross *declared* and *enacted* that the *whole* act shall be in full force and operation in the colony. Now, there are several clauses which are wholly inapplicable to the colony, such as those which relate to parish boys, parish apprentices, contributions towards hospitals, and others.

Notwithstanding, however, this seeming incongruity, and taking it to be clear that the present Legislature of the colony may be regarded as a *Legislative Assembly* within the meaning of Sir James Graham's Act, still the question is, whether that Act was not in operation, either by its own force, or by force of the Local Act, 7 Victoria 21. It is clear that up to the institution of the present Legislative Body, Sir James Graham's Act was in force here, even with respect to colonial vessels, inasmuch as this colony in 1835, (when the Act was passed), was not a colony previously to that time "having a Legislative Assembly." Taking it then that the present Colonial Legislature is a Legislative Assembly within the meaning of the Act, still if Sir James Graham's Act was in force at the moment the new Local Legislature was instituted, surely it did not become the less in force by the mere change in the Legislative constitution of the colony. Having once commenced its operation in the colony, it could not *ipso facto* cease to operate, because of the change in the Colonial Legislature. There is nothing in the Act showing that it was thus to fluctuate and shift about in its application. The words are "having" (that is then, in 1835) "a Legislative Assembly," and not "which shall have," and enacting "that thereupon the Act as to such colony should cease."

In this view of the case presented to us, it is unnecessary to give any opinion as to the force or effect of the Local Act, 7 Vict. No. 21, sec. 17. There may have been doubts entertained as to the applicability of Sir James Graham's Act in the colony, and the Local Legislature may have felt it necessary to enact the 15th section, which is little more than a transcript of the 6th section of Sir James Graham's Act. It appears to us that the 17th section of the local Act may be simply regarded as inoperative; but that at all events, whatever difficulties there may be in the case, with respect to portions of Sir James Graham's Act, which are clearly inapplicable to the colony, we cannot regard it as "suicidal;" but the intention may be inferred to have been, to recognize that statute, so far as it *could be applied* as the law of the colony. There is not much weight to be attached to the supposed difficulty that the 54th section was also adopted. There is no doubt that there were clearer and better ways of effectuating the intention of the Local Legislature; but that intention, we may conclude, was to adopt all the provisions of the Act *preceding* that section; for if this be not its meaning, the 17th section has none at all.

On the whole we are of opinion that the *mandamus* ought to go.

EXPARTE H. S. HAYES.

In the matter of W. G. A. FITZHARDINGE, Gentleman, &c.

Sir JAMES DOWLING pronounced the decision of the Court as follows:—

At the close of last term, cause was shown against a rule calling on Mr. Fitzhardinge, an Attorney of this Court,—first, to answer the matters of the affidavits; and, secondly, to pay over to Mr. Broughton two several sums of money, amounting respectively to £93 15s., and £101 5s. 3d., received by Mr. Fitzhardinge on account of the applicant, for the purpose of being paid in reduction of interest due from the latter to Mr. Broughton, under a mortgage of premises situate at Blackwattle Swamp.

We have carefully considered the matter of the affidavits filed on both sides, and do not find any sufficient grounds laid to sustain the first part of the application, importing as it does the imputation of such unprofessional conduct as might involve ulterior proceedings affecting Mr. Fitzhardinge's professional prospects. But the Court cannot forbear expressing its disapprobation, of a practice, which is too frequent, of the same professional gentleman assuming to act for different parties having adverse interests in the matters in which he is employed. In this instance Mr. Fitzhardinge appears to have acted at least for four different persons, Hayes, Lyons, Carter, and Broughton, each having opposing interests in the subject of his professional employment. There may be no actual injury sustained by parties adverse to each other employing the same attorney in the same transaction; but it is difficult to conceive, how for each, an adequate portion of zeal and vigilance can be exercised in protecting their respective rights and interests. A sense of professional delicacy would prompt a reluctance to act under such circumstances, if not an absolute refusal to be concerned for opposite parties in the same matter. It is unnecessary to indicate the obvious inconvenience likely to result, and it is feared, has too often resulted, from the want of such abstinence in professional gentlemen. These observations are made with great reluctance by the Court, and would not have been suggested if this were the first instance in which it has had occasion to note, in terms of strong deprecation, a departure from professional propriety. With this observation the Court dismisses the matter of the first part of the application.

With respect to the second, it appears to us, after considering very maturely and anxiously the whole case on the one side and on the other, that we are compelled to find, (without going into details), first, that these two sums of money were received by Mr. Fitzhardinge to be paid to Mr. Broughton, and to be applied in reduction of principal and interest secured by the mortgage; secondly, that these moneys have not been paid over to Mr. Broughton accordingly. It is therefore ordered and directed that Mr. Fitzhardinge do, within fourteen days, pay them over to Mr. Broughton, together with interest at the rate of eight per cent., to be computed from the days on which they were respectively received by him, or that he do obtain within that time a receipt from Mr. Broughton to the amount thereof, with like interest, and hand over the same to Hayes, the applicant, as a voucher for the reduction of so much liability in this transaction as may arise either to him, or Mr. Carter, or any other parties concerned.

The only remaining point for our determination is, as to the costs of this application. Although we acquit Mr. Fitzhardinge of such alleged unprofessional conduct as would subject him to interrogatories in the Prothonotary's Office, yet there was, in our judgment, abundant reason for that part of the application which we now affirm. Had he not been previously called upon to pay and apply these moneys, and had had no notice of the intended application which has been made, we should not have thought it a case for costs. It is true that the attorney who has been now set in motion by the applicant, did not make any such requisition, or give such notice; but it appears that before the matter came into his hands, another attorney had been applied to, and had made a demand of the money, at the peril of bringing the matter before the Court, if not complied with. In consequence of some explanatory communication between the latter gentleman and Mr. Fitzhardinge, he declined further proceeding. It can scarcely be said, therefore, that Fitzhardinge was ignorant of the position in which he was placed after having previously refused to pay the money. In the very long and somewhat diffuse affidavit of Mr. Fitzhardinge, which has imported into it, matters which really had nothing to do with the points for determination, it is not denied that he had in fact received the money; but he claims a right to retain them until the mortgage is paid off, and the liabilities of other parties connected with the transaction are adjusted and settled. There is one part of Hayes's affidavit answered by Mr. Fitzhardinge in a manner which cannot be commended for its ingenuousness. Hayes swears, "that having casually heard in December last, that no interest had been paid to Mr. Broughton on the mortgage, he called upon him, and was informed by Mr. Broughton that no interest had been ever paid to him on account of the mortgage by Mr. Fitzhardinge, or by any other person whomsoever, and that he had never authorised Mr. Fitzhardinge to receive such interest. That Mr. Broughton, therefore, wrote to Mr. Fitzhardinge to know whether he had received any sum on account of the interest; to which Mr. Fitzhardinge sent a letter to Mr. Broughton, (which deponent has seen), stating *that he had never received any payment or other satisfaction of the interest due; but that the same, together with the principal, remained due and unpaid*." To this part of Hayes's affidavit, Mr. Fitzhardinge swears, in reply, "Deponent believes to be true, said Broughton wrote to deponent to know whether any, and what, sums had been paid to deponent on his, said Broughton's, account, in respect of said mortgage; to which deponent, seeing that the said letter (as the fact was) had been written at the instigation of Hayes, answered to the effect that no sums had been paid to deponent on said Broughton's account." At this time Mr. Fitzhardinge was acting as Mr. Broughton's attorney, and had in fact received the moneys; and as it appears to us that the moneys were in fact paid in satisfaction of interest due to Broughton on the mortgage, or at least to be applied to that purpose, it is difficult to infer that it was paid on any other person's account than Broughton's.

Upon the whole, we think that in making that part of the rule absolute for paying the moneys to Broughton, in the terms already intimated, we are bound to make it absolute with costs.

DOMESTIC INTELLIGENCE.

INSOLVENCY PROCEEDINGS.

TUESDAY.

BEFORE the CHIEF COMMISSIONER.

PROOF OF CLAIMS.

In the estate of Thomas Montgomery Perrott, a single meeting: William Widler, senior, £3 19s. 10½d.; W. Kirk, £7 10s.; P. Howell, £150 16s. 3d.; J. W. Dunmell, £19 11s. 10d.; L. Iredale, £19 11s. 10d. This meeting was then adjourned until 1st May, at one o'clock.

In the estate of Robert Miller and Co., a third meeting: E. C. Weekes, £68; the Commercial Bank, £228 10s.; the late firm of R. Campbell, jun., and Co., £1067 3s. 5d.; T. Brennand, £33 15s.; R. Rawley, £6 6s.; the Bank of Australasia, £594 7s. 8d.; the Sydney Alliance Assurance Company, £91 6s. 10d.

In the estate of Alfred John Tebbutt, a third meeting: H. Taylor, £21 10s., holding security to the same amount.

In the estate of John Hamilton a third meeting: the Bank of Australasia, £454 8s. The meeting allowed the insolvent his furniture and wearing apparel.

In the estate of George Green, a third meeting: the Loan Company, £233; A. Elias, £60; D. Cooper, £34 7s. 8d.; J. R. and A. F. Wilshire, £57; William Amner, £44 7s. 1d.; J. Camble, £74 4s. 9½d., not admitted; F. Laurent, £70 4s. 9d. An offer of 6s. 8d. cash, in the pound, was made, payably one month after the date when the offer is finally decided on.

MEETING FOR TO-DAY.

John Good, an adjourned single meeting, at one o'clock.

MEETINGS FOR TO-MORROW.

R. C. Gordon, an adjourned special meeting, at ten o'clock

James Newlands, a third meeting, at half-past ten.

George Thornton, a third meeting, at half-past eleven.

At Goulburn, Daniel Smith, a second meeting, at ten.

APPLICATIONS FOR CERTIFICATES OF DISCHARGE.

IN THE MATTER OF THOMAS HENRY HART.

In this case which was specially set down for hearing, on Monday, Mr. JOHN DILLON opposed the application, on the grounds of fraud, extravagance, promising a preference, and not having made a full and fair disclosure of his assets. The insolvent was examined at great length, from which it appeared that about twenty years ago, he had dealings with the deceased Samuel Terry, when the insolvent gave a mortgage to secure payment to the holders of the mortgage; and in the year 1829, a second mortgage was made, which included the first; the whole consideration for this second mortgage, including the first one, was £4000 at ten or fifteen per cent. per annum. In consequence of the non-payment of the interest, the mortgage was foreclosed, and at Mr. Terry's death the property was willed to Mr. J. T. Hughes, who sold to Mr. W. Walker, who now receives the rents. Hart had been some years out of the colony, and shortly after his return it became necessary for him to convey to Hughes, as the heir of Terry, in order that he might convey to the present owners; while making this conveyance to Hughes, the latter told insolvent that if ever he became able to pay the principal and interest, the property would be returned to him; this conversation took place subsequent to Hart's insolvency; and when Hughes conveyed to Walker, he did so with a reservation of the equity of redemption, provided the sum of £3000 should be paid upon the said mortgage. The insolvent had been sued for the expenses of his wife's funeral, amounting to upwards of £80; when, being in want of money, the insolvent applied to Hughes, who gave him an advance of £350 as a consideration for his staying some legal proceedings which he had commenced against Hughes, connected with the property mortgaged. The mortgage had been foreclosed long before the money was given. Mrs. M'Donald lived in the same house with the insolvent, as his housekeeper, and supported herself by needlework, ever since he became insolvent, she had been an assistance to him instead of receiving money from him. He was at present superintending a coach and livery-stable establishment for his brother, who allowed him £2 per week. Insolvent also collected the rents of the premises in Pitt-street, for the proprietor, by which means he was enabled to have two rooms rent free. The whole rent which ought to be collected weekly should be £10, but at present not more than £7 could be realised. The above were the principal points called on by the opposition.

Mr. G. R. NICHOLS, who conducted the case for the insolvent, showed, by the cross-examination of the insolvent and several of the witnesses, the insolvent had made no concealment of his property; that he had not made any offer or promise to pay any one creditor in preference to the others; that the insolvent had not squandered his means, nor lived extravagantly; and that the stabling concern was in reality the property of the insolvent's brother, and one of the insolvent's sons, who had acquired property by his marriage.

After the whole of the evidence had been given, Mr. NICHOLS informed Mr. Dillon, that he felt convinced his (Mr. D.'s) eloquence would be so powerful as to induce the Chief Commissioner to grant the certificate applied for, however much he might be inclined to oppose the application by his statements, the whole evidence was in favour of the insolvent.

Mr. Dillon addressed the Court at great length, contending that the whole was a strong case of fraud.

The Chief Commissioner said, if but one half of what Mr. Dillon had stated had been proved, he would have felt bound to refuse the certificate; but, as he had brought no evidence to prove his assertions, the certificate must be granted, which was done accordingly.

Notice of appeal was given.

New Insolvent.—The following estate was sequestrated yesterday: John Manning, of Mutbilly, near Goulburn, labourer; discharged from the custody of the Sheriff. Debts, £50. Assets, nil. John Morris, Official Assignee.

Insolvency Business.—The Supreme Court will sit to-day, at ten o'clock, to dispose of such insolvency business as may be brought before it.

SYDNEY ANNUAL LICENSING MEETING.

Yesterday, being the first day of the Annual Licensing Sessions for the District of Sydney, such reporters as were in attendance at the Police Office, drew up, signed, and forwarded to the members of the said Sessions the following application, in order that they might be admitted to report the proceedings:—

To the Right Worshipful the Mayor, and the Justices of the Peace, in Petty Sessions Assembled, at the Annual Licensing Meeting for the District of Sydney.

Gentlemen.—We, the undersigned Reporters of the public journals published in Sydney, have the honour to request that your worships would be pleased to permit us to be present at the deliberations of the licensing meeting about to take place. In making this request, we are of course aware that the Supreme Court has already decided that we have no right to the privilege we now seek, and that the admission of the public to such meeting is a matter entirely in the discretion of your Worships; but we cannot, at the same time forbear from drawing your Worships' attention to the practice in the mother-country, where all licensing meetings are, and have for years past, been held with open doors, without any inconvenience having, as far as we are aware, resulted from such publicity. Knowing the great respect which all your Worships have for constitutional principles, and more especially for that great principle which directs the administration of justice to be carried on openly in the face of all the world, we trust it will not be presumptuous in us to venture to express our conviction that nothing but the anticipation of great public ill effects will prevent your Worships from complying with a regard in the tenor of which every member of the community feels the deepest interest.

We have the honour to be, &c.

Police Office, April 16.

After the magistrates had assembled, the above was received and entered on the records; but the consideration of it was postponed until next Tuesday, at ten o'clock, to which time the sessions were adjourned, after the city had been divided into districts, and magistrates appointed to inspect those premises for which licenses are applied for.

The Revenue.—In yesterday's *Government Gazette* appears the abstract of the Revenue of the Colony, exclusively of the district of Port Phillip, for the quarter ending 31st March, 1844, showing the decrease on the Revenue of the same quarter of the year 1843. The total Revenue for the quarter this year is £61,161 19s. 8d. being a decrease on the same quarter of 1843 of £16,817 7s. 2d. In the duties on spirits imported, there is a decrease of £3784 13s. 10d.; and on spirits distilled in the colony £790 7s. 6d., on the amount of *ad valorem* duties on goods imported there is a still larger decrease, amounting to £4067 11s. 10d. The falling of in the tobacco duties amounts to £469 13s. 3d., and in auction duty and fees for auctioneers' licenses £888 3s. 5d. The decrease in the proceeds of sales of land and town allotments, is £2961 11s. 6d.; in quit-rents and redemption of quit-rents, £3503 7s. 6d. In short, the total decrease is £20,332 18s. 2d., while the increase amounts only to £3515 11s., leaving, as before stated, a net decrease of £16,817 7s. 2d.

Important Case.—On looking through Port Phillip papers, recently received, we find a report of an interlocutory decree pronounced by Mr. Justice Jeffcott, in the case of "the Marquis of Ailsa and others *v.* Watson, Hunter, and Mason." In this case, property to the amount of between fifty and sixty thousand pounds is involved. The circumstances of the case are these:—In the year 1838, the defendant Watson was entrusted by the plaintiffs, nineteen in number, who are represented in the suit by Alexander Hunter, of Edinburgh, with the investment of funds in cattle, &c., in the district of Port Phillip; Watson to act as superintendent, receiving a third of the increase as payment for so doing; and the defendant Hunter, the son of the plaintiff, subsequently entered into articles of apprenticeship with the defendant Watson, under certain stipulations, by which he was to receive his share of the thirds; sums of money, amounting in all to £37,650, were transmitted to the defendant, Watson, who invested these sums in cattle, sheep, horses, and land. All went on well until 1841, the defendants, Watson and Hunter, regularly drawing their "thirds" in payment for their services, and disposing of them as they pleased. In 1841, however, they became embarrassed, and at various times drew bills on the plaintiff, Hunter, to the amount of £20,000, without any authority so to do. These bills were endorsed by various parties, and amongst others by the third defendant, Mason, and they were discounted and sent to Scotland for payment. One only, for £600, was honoured, all the rest were sent back, thus rendering the endorsers liable to the extent of £20,000, the defendant Mason being himself liable to the extent of £8000. On the return of the bills a meeting of the endorsers took place, the Banks were applied to, and it was proposed to assign over to them the property which really belonged to the plaintiffs, but of which the defendants Watson and Hunter had charge. The Banks "very properly" refused to have anything to do with the property; but the defendant Mason gave his bills to cover the whole amount of the dishonoured bills, £20,000, taking at the same time an assignment of the whole of the property. The bill charged that the defendants Watson and Hunter had fraudulently conveyed the property, and that Mason was aware of this at the time the conveyance was made, and the bill prayed that the defendants might be ordered to convey to the plaintiffs. Mason, in his answer, insisted that the transaction on his part was perfectly bond *fide*, and that he acquired the property for a valuable consideration, namely, £20,000. The case is yet undecided, the learned judge having ordered the defendants, Watson and Hunter, to account before the Deputy Registrar as Master, after whose report he will pronounce his final decree. The conduct of all the parties connected with the transaction in Port Phillip was severely censured by the Judge.

Discharged Seamen.—The total number of seamen discharged in the port of Sydney, from the 1st January, 1842, up to yesterday, appears to have been 7802; of these 679 have been discharged since January 1, 1844.

Pardons.—His Excellency the Governor has directed it to be notified, that the Right Honorable the Secretary of State for the Colonies, in his Despatch, dated 14th November, 1843, has signified that Her Majesty has been graciously pleased to grant Absolute Pardons to the following individuals, who were transported from Canada, to New South Wales, in Her Majesty's ship *Buffalo*, in October, 1839, viz.:—Pierre Hector Morin; Achille Morin; Charles Huot; Louis Pinsonnault; and Rene Pinsonnault.

Boree Nyrang Pound.—Mr. Charles M'Kay has been appointed keeper of the public pound, at Boree Nyrang, in the Border District of Wellington, in the room of Mr. James Hull, resigned.

Mount Arthur Pound.—Mr. Andrew Smith, late acting poundkeeper, has been confirmed as poundkeeper at Mount Arthur, in the Border District of Wellington.

Holloway, the Bushranger.—It appears this miscreant is still at large, and indulging his predatory habits on the Great South Road. On Friday last, he was seen in the vicinity of Myrtle Creek, the Picton police went in pursuit of him, and arranged to follow in the wake of a gentleman named Chisholm, and that he should give them a signal when any one answering Holloway's description came up. When he gave the signal previously agreed on, Holloway, who was mounted, observing what was going on, wheeled about and scampered off, and was pursued for a considerable distance; he soon after dismounted, left his horse in the road, and took to the bush, where all trace of him was lost until Sunday last, when he again appeared armed on the highway, in the same neighbourhood, stopped a person mounted on a grey horse, made him dismount, took his place, and rode off.

Police Court Business.—Monday.—This Court was opened on Monday, before the Mayor, with a general list of nine cases, six of whom were admonished and discharged; two men were fined each 10s., with 1s. costs, and in default each to go twelve hours to the mill; one female was fined 10s., and in default was sent twenty-four hours to the cells. The general list contained two remanded cases, which were again remanded, and thirteen new cases—one case for protection, one drunk and attempting to stab with a knife, one breach of the peace, two charges of disorderly conduct, and one of being accessory to stealing, all discharged; one charge drunk and fighting, one drunk and using obscene language, and one drunk and resisting a constable, each of the defendants paid a fine of 5s. and discharged; one charge of destroying government property, and one for stealing 10s., both remanded until to-day; Catherine Hanley, for assaulting Martin Duffy, by beating him on the back and sides with a frying-pan, and throwing a stone of several pounds weight, which cut him a little above the left temple, so as to inflict a dangerous wound, committed for trial. The prisoner, in defence, stated that she had been a lodger with the prosecutor for the last four months; but as he attempted to take liberties with her, she was about leaving his premises, when he beat her with a stick, and cut her head so severely, that she was all but insensible. On being told that she would be allowed bail, she politely thanked his Worship, and informed him that she could get plenty of bail, but she would be better off by not giving any bail till the case was tried. The summons list, containing five cases, was heard before Messrs. Brenan and Campbell: two were for assaults, one was postponed for a week, and the other dismissed from the non-attendance of parties; there were two cases for breaches of the peace, one was dismissed, no parties, and in the other the summons was not served, the remaining case was for non-payment of seamen's wages, which after being partially heard was postponed. Tuesday.—Before the Mayor, at nine o'clock, when one man paid 11s. to avoid going twelve hours to the mill, for drunkenness; two females for a like offence, were each sentenced twenty-four hours to the cells; and a third female was admonished and discharged. Patrick Findlay, being a rogue and vagabond, was sentenced two months to Sydney Gaol. The general list contained in all twelve cases, of which three had been remanded; they were all disposed of by Mr. Windeyer, as follows: one charge of assault, dismissed at the request of the prosecutor; three other defendants for an assault, on bail, case postponed for one week, in order that it might be arranged out of Court; James Green, for an assault on the 24th Dec., committed for trial, but allowed bail; Jeremiah Donnally, fraud, committed for trial and refused bail; two men on bail for smuggling, case postponed until Friday; one charge of destroying government property, and one charge of stealing 10s., both discharged; Patrick Heally and James Jordan, for fighting in Pitt-street on Monday night, each bound to good behaviour in £10, with sureties in £5 each. There were nine cases on the summons list, viz., one for deserting an apprentice, one for an assault, one for embezzlement, and one for retailing malt liquor without a license, all postponed; one case of refusing a seaman his wages, dismissed, the proof being defective; two breaches of the peace, and one charge of assault all dismissed, there being no parties in attendance. The Court adjourned until nine to-day.

Committal for Forgery.—Yesterday, Jeremiah Donnally, late of the Customs' Department, who has been several days in custody of the Police on a charge of having on the 14th of February last obtained three kegs of tobacco from Moore's bonded stores, without payment of the duty (amounting to near £60), by means of a forged certificate, was fully committed to to take his trial for the forgery of the said duty paid warrant. Mr. Nichols applied to Mr. Windeyer that the prisoner be allowed bail; but after consulting with Captain Browne, Mr. Windeyer said the Bench was of opinion that the case was one in which it would not be prudent to take bail.

Window Cutting.—Between 7 and 8 on Monday night, while the family were at tea in a back room attached to the shop of Mr. David Dove, watchmaker, King-street, a pane of glass was removed from the window, and the following property carried off, viz., fifteen men and women's gold rings of different sorts, six brooches of various kinds, and a large gold-plated ring, with a white cornelian stone in it. The value of the stolen property is £10.

Violent Assault.—On Christmas Eve, as John Graham, a labouring man, was taking a glass of wine with his brother, at his lodgings in Gloucester-street, James Greene, the owner of the premises where they were, being in liquor half asleep on a chair, started up, claimed the wine as his property, kicked the landlady, struck the other inmates, rushed out in an infuriated state, got a number of half bricks, which he pelted into the house with all the force he was possessed of. One of these struck Graham on the leg, and shattered it, as if it had been smashed with a sledge hammer. Graham was immediately conveyed to the hospital, where he has remained ever since, until the present week. Greene, who had been taken into custody, after being detained some days was liberated, on giving bail to appear when called upon. The case came on for hearing yesterday, when he was committed to take his trial before the Court of Quarter Sessions for the assault, but admitted to bail, himself in £50, with two sureties in £25 each.

NEWS FROM THE INTERIOR.

(From our various Correspondents.)

LOWER HAWKESBURY.

April 13.—As the period draws nigh for the election of members to fill the vacancies that will occur in our District Council, it is high time that the elective body bestirs itself in selecting duly qualified and efficient persons to fill up those vacancies. As yet, however, we have neither heard nor witnessed a disposition to do so in our quarter of the district, although rumour attributes to one of the two gentlemen who represents the M'Donald portion, the intention of retiring.

An important movement has taken place on the lower part of the river—a Captain Thompkins having taken the lower or Gundermann mill, and arrived with every person and requisite for repairing and putting the mill and premises in battle array. The long time that this splendid property has been permitted to stand still, has been a great source of inconvenience to the settlers in Macquarie, Brisbane, and Pitt Water, and the lower portion of the Hawkesbury, and we are happy in the opportunity that will shortly be afforded of setting all things right again. We are sorry to record the continuance of petty larceny proceedings on our river; by way of diversity, we presume, some miscreants cut off the major portion of two out of the four flap ropes belonging to the main punt, leaving her, in case of emergency utterly useless for a time. Such wanton mischief is many degrees beyond joking, and we sincerely trust that the perpetrators, whoever they may be, will have found a rope (we cannot hope to hang) but we sincerely pray to transport themselves! We are rather bare of localisms, all the world here being at Windsor—and Windsor being all the world this week, on account of the races. Considerable fields of the stubble corn have suffered from the frosts; the weather however during the week has been milder, although threatening much for rain—calms and alternate south-east winds have prevailed—to-day it blews strong from the W. to N.W., with clear weather. We regret to find by advices from Sydney that maize still commands no better figure, 1s. to 1s. 3d. being the prices obtained this week, whilst the highly remunerating (?) offer of 2s. 6d. for good wheat is a circumstance too astounding and anti-agricultural to trust ourselves to comment upon. We are about to re-enact Ovid's Age of Lead, truly, or something beyond it!

WINDSOR.

On Friday evening, at a quarter past seven o'clock, a fatal accident occurred, about half a mile out of the town, on the road leading to Parramatta, occasioned by the unprotected state of the bridge, at the bottom of M'Grah's Hill, which is entirely destitute of hand-railing on either side. On the day in question, Mrs. Lakeman, of Parramatta, came to Windsor in a gig, for the purpose of seeing the races; she was accompanied by her daughter (Ann Lakeman), and a man named George Topper, who was employed in the capacity of driver. On the road, the tire of one of the wheels came off, which delayed her arrival in Windsor till after one o'clock, when being too late to see the head prize run for, she stopped in Windsor, at Mr. Blanchard's inn, until 7 o'clock in the evening, when they all three started for home. The night was fearfully dark, and it appears that Mrs. Lakeman drove at first herself, for the purpose of clearing the bridges, which she imagined she had done, as she gave the reins to Topper, telling him they were all right; and she had hardly done so, when the horse made a false step, upon which Topper jerked the rein, when they were immediately precipitated over the bridge. Mrs. Lakeman and her daughter were both stunned by the fall; the latter, however, recovered almost directly, and pulled her mother away from the horse's feet, who now began to kick and plunge; she also shook Topper, and spoke to him, but obtained no answer. They both then managed to get on the road, and walked to Windsor; sending the first person they met to assist Topper, who, it subsequently appears, must have died instantaneously. An inquest was held on his remains, on Saturday, at Mr. William Cross's, Windsor Hotel, before J. Dowe, Esq., Coroner, when a verdict was returned, that the deceased, George Topper, was accidentally killed by his horse and gig tumbling over the Long Bridge. It appears that the deceased was perfectly sober at the time. Mrs. Graham is confined to her bed, in consequence of the injuries she received; her daughter is but slightly hurt.

It is to be hoped that this accident will open the eyes of the authorities to the absolute necessity of their having hand railings affixed to the bridges, on the road between M'Grah's Hill and the bridge over the South Creek. This last and fatal accident is the third which has occurred at the same bridge within the last month. On the 16th ultimo, the Windsor coach, on its return from Parramatta, was nearly upset, the four horses going right over the bridge, and dragging the coach within a few inches of the edge of it, and only for the praiseworthy conduct of the coachman, who retained his seat and held the horses in till the traces were cut, it is impossible to say what might have been the consequences; or even had it happened a few feet farther, where the bridge is much deeper, the coach must gone over. Since then, a cart and horse were upset there, and now comes the last, and it is to be hoped the finishing accident, in the sudden deprivation of a human being of life, sending him before his Maker, with all his sins upon his head, without a moment's previous warning.

Mr. P. Adamson, on his return from the races on Friday night, was attacked by some thieves, knocked off his horse, and much beaten; they stole his horse, saddle, bridle, riding whip, watch and guard, also his hat, and a few shillings which he had in his pocket. He has no knowledge of the parties, not being able to distinguish them in consequence of the darkness of the night, neither has any clue as yet been obtained which is likely to lead to their discovery. Mr. Adamson is at present confined to his bed from the bruises he received.

Since writing the above, the horse has found its way home—of course sans saddle or bridle.

ORIGINAL CORRESPONDENCE.

To a Passenger by the Rose.

Sir,—In reply to your letter in yesterday's *Herald*, the Hunter River Steam Navigation Company allow 40lb. weight of luggage to each passenger, but kangaroos, wallabies, poultry, game, or merchandise of any description, are not considered personal luggage, and a regular charge is made for all such articles; although, upon enquiry, I find one shilling only was charged for the wallaby alluded to in your letter, instead of one shilling and sixpence, as being the property of a passenger. The scale of freight is open at all times to public inspection, at the Company's offices.

I am, Sir,
Your obedient servant,
FRANCIS CLARKE,
Manager.

Hunter River Steam Navigation Company,
Sydney, April 16.

MARINERS' CHURCH.

To the Editors of the Sydney Morning Herald.

Gentlemen,—Permit me to correct an error which appeared in your valuable paper of this morning, relative to the Mariners' Church, now in course of erection at Soldiers' Point. It is stated, that the building is under engagement to be finished by the first of August, next. It should have been the first of July next, the date of the contract being the first of March, and the time specified, four months. An opportunity will shortly be presented to the public, and to the friends of seamen in particular, of witnessing a most important and interesting circumstance, in connexion with the Sydney Bethel Union, and which will be announced to the world by the *Sydney Morning Herald*,

To which, I am, Gentlemen,
A SUBSCRIBER.

P.S.—The Builder's name is Greer.
Sydney, April 16.

ABSTRACT OF SALES BY AUCTION.

We insert, for the information of the public, an abstract of all the public sales which take place

THIS DAY.

Mr. Stubbs.—In Bourke-street, Surry Hills, at 11 o'clock, Horses, Drays, Gig, Milch Goats, Pigs, &c.; at his Mart, at 12 o'clock, a Life Insurance for £1000, Orchard Farms at Kissing Point, Wines, Tobacco, Cigars, &c.

Mr. Mort.—At his Rooms, at 11 o'clock, General Drapery Goods.

Mr. S. Lyons.—At his Mart, at 11 o'clock, Freehold Property in John-street, 119 head of Cattle, &c.

Mr. J. Absalom.—In York-street, near Market-street, at 11 o'clock, Stock-in-Trade of Glassware, Crockery, 6 Tierces Beef, &c.

COUNTRY SALE.

Mr. T. M. Sloman.—At Read's Inn, Bathurst, April 26, Cattle, Sheep, and Horses.

FOR AUCKLAND AND THE BAY OF ISLANDS,

WITH IMMEDIATE DESPATCH,

THE FINE BRIG *TOBAGO*, 136 tons, Captain Pockley. Apply on board, or to
J. B. METCALFE.
April 17. 5280

NOTICE TO PASSENGERS FOR LONDON,

THE BRIG *GANNETT* Has room for two cabin passengers. Apply to
J. B. METCALFE.
April 17. 5225

FOR LONDON DIRECT,

WITH IMMEDIATE DESPATCH,

THE FINE BARQUE *JANE GOUDIE*, A1, 234 tons, John Goudie, commander. For freight or passage apply to the Captain, on board; or, to
J. B. METCALFE.
April 17. 5228

HOMEBUSH RACES.

FIRST DAY.

Wednesday, July 24th, 1844.

FIRST RACE.

THE Metropolitan Stakes of Five Sovereigns each, with Fifty Sovereigns added, for all horses, weight for age. Three miles. Entrance, three sovereigns. Three entrances, or no race.

SECOND RACE.

The St. Leger Stakes of Ten Sovereigns each; Five Sovereigns forfeit, if declared to the Hon. Secretary (at the Royal Hotel, on the 1st July, between the hours of one and two, p.m.); with Fifty Sovereigns added. For three year olds. One mile and a half. Colts, 8 st. 7 lbs.; Fillies, 8 st. 4 lbs. Entrance, three sovereigns.

THIRD RACE.

The Ladies' Purse of Forty Sovereigns, with a Sweepstakes of Five Sovereigns each; for all horses, weight for age. Heats, one mile and a half. Entrance, three sovereigns. Three entrances or no race.

FOURTH RACE.

The Welter Stakes of Three Sovereigns each, with Fifteen Sovereigns added; for all horses carrying 11 st. 7 lbs. Twice round, and a distance; gentlemen riders. Entrance, two sovereigns. Three entrances or no race.

SECOND DAY.

Thursday, July 25th.

Reserved for Matches.

THIRD DAY.

Friday, July 26.

FIRST RACE.

The Cumberland Stakes of Five Sovereigns each, with Fifty Sovereigns added, for all horses, weight for age, twice round the course. Entrance three sovereigns. Three entrances or no race.

SECOND RACE.

The Homebush Stakes of Five Sovereigns each, with Thirty Sovereigns added, for all horses, weight for age, heats once round. Entrance three sovereigns Three entrances or no race.

THIRD RACE.

The City Purse of Forty Sovereigns, with a Sweepstakes of Five Sovereigns each, for all horses, weight for age, once round and a distance. Entrance three sovereigns. Three entrances or no race

FOURTH RACE.

The Beaten Purse of Twenty Sovereigns, with a Sweepstakes of Three Sovereigns each, for all beaten horses during the meeting, to be handicapped by the Stewards, or whom they may appoint: one mile and a half—post entrance.

WEIGHTS.

Two years old ...... 7 st.
Three ditto ditto ...... 8 st.
Four ditto ditto .... 9 st.
Five ditto ditto .... 9 st. 8 lbs.
Six and aged .... 9 st. 12 lbs.
Mares and Geldings allowed 3 lbs.

Winners to carry extra weight, at the discretion of the Stewards, (not exceeding 7 lbs.) to be declared from the stand at the conclusion of each race.

In all races where not less than three horses start, the second horse to receive back his stake.

All horses (except for the St. Leger Stakes) to be entered at the Royal Hotel, on Saturday, July 20th, between the hours of seven and nine p.m.

No person allowed to enter a horse who is not a subscriber to the amount of three pounds, (except for the Welter Stakes, for which a subscription of one guinea will qualify.)

All matches to be run on the second day, for which permission must be obtained from the Stewards, and the owner of each horse (if not a subscriber to the amount of one guinea) to pay one guinea to the race fund before starting.

Persons are required to name the colours worn by their riders at the time of entrance; any jockey changing his colours to pay a fine of two sovereigns before starting. No false start to be allowed; any jockey starting before the word "off" is given by the person appointed, to pay a fine of two sovereigns.

Any horse walking over will not receive the public money (except for the St. Leger Stakes).

To start, each day, at one o'clock precisely. Each winner to pay two sovereigns towards the race fund.

N.B. All dogs found on the course to be destroyed. 5198

PIGEON MATCH.

A PIGEON MATCH will come off on Thursday afternoon, between three and four o'clock, at Batkin's Booth, South Creek, for a double barrelled gun. 5208

NOTICE.

THE Inhabitants of the district of Liverpool are respectfully requested to attend a PUBLIC MEETING, to be held at Cummings' Inn, on SATURDAY, the 20th instant, for the purpose of considering the most eligible persons to be nominated to serve in the District Council. Meeting to take place at twelve o'clock. 5206

DR. ROBERT WELCH, (Member) of the University of Heidelberg, of the London College of Surgeons, of the Apothecary's Company, and of the London College of Medicine, having returned to Sydney for the purpose of resuming his profession, respectfully informs his friends and the public, that he may be consulted in all its branches for a few days. Communications and messages addressed to the care of Mr. T. Trood, Albion Printing Office, will be attended to. 5219

ON SALE AT

R. M. ROBEY'S New Wholesale and Retail Ironmongery Establishment, 427, George-street, near King-street,—Smith's bellows, anvils, vyces, superior spades and shovels, nail-rod, bar, bolt, and sheet iron; sheet lead, shot (Walker's), and French percussion caps, gunpowder, superior large grain blasting powder, nails, screws, bolts, locks, hinges, copper boat nails, rives, tacks, zinc slate nails, cast-steel, pitt, and cross-cut saws, tenon, hand, panel, and compass saws, carpenters' and shipwrights' tools, bench and moulding planes, rules, chisels, gouges, tenon, hand, and cross-cut saw files, frame and pit saw files, shoemakers', farriers and wood rasps, augers, adzes, shingling and claw hammers, leading, timber, and claw chains, traces, backbands, breaking-up hoes, tinned iron and enamelled saucepans, round and oval tinned iron boilers, japanned foot baths, toilet pails, water cans, dish covers, tea and coffee pots, chamber and table candlesticks, curtain bands, cornice poles, and every article in brass goods, scissors, pocket and table cutlery, register, half-register, and eliptic stoves, fenders and fire irons; together with furnishing ironmongery and building materials of all descriptions, at prices suited to the depressed state of the times.

N. B.—A liberal discount allowed to the Trade and Country Storekeepers. 5217

STEAM TO THE CLARENCE RIVER.

THE STEAM PACKET *WILLIAM IV.*, Charles Wiseman, master, will leave the Commercial Wharf for the above district, this evening, at seven o'clock.
Commercial Wharf, April 17. 5249

FOR ULLADULLA AND BROULEE, AND SHOULD SUFFICENT INDUCEMENT OFFER BERMIGUA.

THE fine fast-sailing Cutter *GEORGIANA* will sail as above, on Saturday next. For freight or passage, apply to the Master, on board, at the Union Wharf, Sussex-street.
April 16. 5242

FOR MELBOURNE, PORT PHILLIP,

FROM the late inclement weather, the fine new brigantine *Martha and Elizabeth*, loading at the Queen's Wharf, is detained until Thursday next, the 18th instant. Apply on board, or to
5203 JOHN ALGER, 468, George-street.

FOR ADELAIDE DIRECT,

THE regular Trader Brig *DORSET* will sail for the above port in ten days. For freight or passage apply to the Captain, on board, or to V. Solomon, at the South Australian Packet Office, Liverpool Wharf.
Sydney, April 17. 5237

FOR ADELAIDE, SOUTH AUSTRALIA.

A REGULAR TRADER.

THE BRIG *EMMA*, hourly expected, is under engagement to sail for the above port within eight days of her arrival. For freight or passage apply to THOMAS WOOLLEY, or to JOHN ALGER.
468, George-street. 5233

LITERARY

ANY Gentleman wishing to procure KNIGHT'S ILLUSTRATED SHAKESPERE, at a price considerably below its cost, can be furnished with a copy by the advertiser, who is reluctantly compelled to dispose of it. It is in 6 vols., handsomely bound. The work is not to be procured in the Colony, every copy imported having been immediately sold. BYRON'S WORKS, Murray's edition, and several others would also be sold could the proprietor meet with a purchaser acquainted with their value. Apply by letter to X. Y. Z., *Herald* Office. 5218

PUBLIC NOTICE.

NOW OPENING, an immense variety of elegant and cheap dresses, suitable for the autumn, consisting of l'armiore Pekins, Foreign and British cachmeres, both printed and plain. Several novelties are also opened, of which no name at present can be given, owing to the non-delivery of letters and invoices per *Cremona*, at the same time, a low price will be charged that cannot but convince the public, it is the intention of the undersigned to clear off the present unrivalled and large stock, for the purpose of making the alterations contemplated.

TO SETTLERS AND OTHERS.

Several hundred pairs of blankets will be sold at Leeds prices, those who purchase by piece or dozen, will be charged London or Manchester wholesale value.

Several new designs in Millinery have been received, head dresses, caps and bonnets, of which a large stock is always on hand, or made to order.

The Outfitting Branch meets with the encouragement of a discerning public; no extra profit charged on the first cost of material, and from giving constant work to one hundred and *twenty females*, we are enabled to make up at a very low charge, every thing connected with Millinery, Baby Linen, and Ladies' garments of every description, at the shortest notice, and best style of workmanship.

Orders from the country, with proper instructions, will be attended to, equal to a personal visit, the proprietors having a fixed determination to study the interest of their customers in preference to their own, in order to establish that confidence which is pleasing betwixt buyer and seller.

Strangers are informed, the premises have a private front, the interior contains four show rooms comprising an area of three thousand four hundred square feet, containing everything suitable for dress, furnishing, and the toilet.

FURS.

In trimmings, capes, boas, &c., &c., in beautiful condition, at cost price.

The system of this establishment, since its first opening, in 1834, has been one price and no abatement, and the only deviation made, is to cease giving credit, whereby a saving is made to those who really pay, of 25 per cent.

Storekeepers who purchase for cash, are invited to inspect the stock.

THOMAS PERKINS AND CO.,
5224 467, George-street, late 81.

COLONIAL TWEEDS

FOR SALE, at the Stores of the undersigned.
WILLIAM HINDSON.
No. 2, Macquarie-place. 5201

ROCKING CHAIRS, ROCKING CHAIRS, Ex "Navigator."

THE Undersigned have received by the above vessel a small lot of very superior wood seated Rocking Chairs.
HEBBLEWHITE AND DAVY,
Auctioneers, &c.,
5239 577, Lower George street.

MESSRS. KEMP AND FAIRFAX,

PLEASE add to my Weekly List as under:

Blue, Coleman's best, 1s. 8d, per lb.
Soup and Bouilli, 8d. per lb.
Groats, Robinson's patent, 1s. 4d. per tin
Ditto, double size, 2s. 4d. per ditto
S. ELLIOTT, Agent.
Charlotte-place.

The above was received too late to be attended to in its proper place this evening. 5246

VARROVILLE FRESH BUTTER.

THE undersigned begs to announce to the inhabitants of Lower George-street, Fort-street, &c., &c., his having contracted for regular supplies of the above delicious Butter, which is now on sale at his stores.
M. CUSSEN,
Grocer and Provision Dealer, Underwood's Building's, Lower George-street.
April 16. 5214

TOBACCO, CIGARS, BRANDY, &c

W. H. CHAPMAN, City Auctioneer, has on hand for private sale, at his City Sale Rooms, No. 514, George-street,
Thirty-five hogsheads Brandy, ex *Elizabeth*, at 1s. 10d. per gallon
Eighteen hogsheads Brandy, ex *Arachne*, at 1s. 10d. per gal'on
Negrohead and Cavendish Tobacco, very superior, by keg or half-keg, at 2s. 8d. per lb.
Boxes Black Tea, sound and good, at 11s.
Certificates of Cigars, Tobacco, Gin, &c, very cheap.
AND
Soda Water or Ginger Beer Machine
A few Wool Presses.
Terms at sale. 5262

ON SALE by the UNDERSIGNED
Blankets, 9 4, 12-4, and 13-4
Winter Slops, various descriptions
Pilot and Petersham Coats
Doeskin Trowsers
Blue Cloth ditto
Fustian, Moleskin, and Worsted Cord ditto
Pilot Cloth Jackets and Trowsers
Boy's Cord Suits, &c., &c.
L. AND S. SPYER,
Jamison-street.
Sydney, April 16. 5223

FOR SALE, ten tons best pressed Oaten Hay. Apply on board the *Augustus*, or to
GRIFFITHS, GORE, AND CO.,
Bent-street.
April 16. 5202

WASHING.

LINEN, of every description, taken in and washed, at 1s. 6d. per dozen. Every attention will be paid to getting up, &c., and at the shortest notice. Any applications left for C.D., *Herald* Office, will be immediately attended to. Good references can be given as to the respectability and competency of the party. 5211

"COMUS"—AN IMPORTED BULL.

FOR SALE.—Apply to Mr. Callaway, Dairyman, Goulburn-street, second house from George-street, Sydney. Comus is remarkably quiet, and is of the Hereford breed. 5229

WOOL.

THE undersigned will give the highest cash prices for clothing and skin wools.
ADAM BRIERLEY,
Harrington-street, Church-hill,
April 15. 5247

NOTICE.—If the Gentleman who represented himself as Henry Thompson, of Goulburn, does not release the Horse left at livery with the undersigned, within fourteen days from the date hereof, it will be sold to defray expenses.
JAMES CAULFIELD,
Solitary Creek, Bathurst Road.
April 16. 5204

SYDNEY ILLUSTRATED.

MR. W. E. ROWLAND, 83, Market-street, is the only party authorised to collect moneys from the subscribers to this work.
J. S. PROUT.
March 2. 5251

BOOTH'S INN, Windsor Road, to be LET cheap, with license for the next twelve months. Apply to
MR. STUBBS,
Auction Rooms, King-street

GENERAL REGISTRY OFFICE,

BRICKFIELD HILL.

THE attention of Families and employers of Labour generally, is respectfully directed to the facilities afforded by this office for procuring suitable servants of every description.

The fee for registering the names of the unemployed is fixed at the low charge of one shilling; to employers at two shillings only for each servant.

The unemployed are in attendance between the hours of ten and twelve in the morning, or can be obtained at the shortest notice. Letters from the country (post paid) mentioning the description of servants required, and the wages offered, are immediately attended to.

Since the establishment of this institution, in the month of February, upwards of one hundred male and female servants have been provided with situations, and the business of the office continues to increase.

Observe! Brickfield Hill, near Bathurst-street.
5248 H. F. BRIMMER.

WANTED, a steady person as children's maid and needlewoman, to proceed with a family to Hobart Town. Apply at No. 2, Portobello-place, Goulburn-street. 5209

WANTED, a Female Cook, who can be well recommended. Apply to Mrs William Walker, Fort-street.
April 16. 5216

WANTED,—An experienced English Housemaid, accustomed to wait at table, and make herself generally useful. Apply to Mr. Jaques, Clarence-street, at the back of the Corporation Offices, from 10 o'clock to 3. 5241

WANTED, a LAUNDRESS who fully understands her business, where a patent mangle and all requisite conveniences are kept. Apply to Mrs. Pollard, Sydney Glebe.
April 16. 5213

WANTED,—A man servant; also, a housemaid; none need apply unless satisfactory reference can be given. Apply between the hours of ten and eleven o'clock at the office of A. B Smith and Co., Sussex-street. 5238

A RESPECTABLE sober man, who can take charge of a horse, and wait at table, may hear of a situation, by applying to Mr. H. B. Bradley, Surry Hills. 5236

WANTED, a Situation as Gardener or Vine Dresser, by a married man, without incumbrance; he has a practical knowledge of his business in all its various branches: his wife as cook or laundress. Good references as to charater and ability. Direct (post-paid) C. D., care of Mr. Young, tailor, 108, Elizabeth-street South. 5215

PARASOL LOST in the neighbourhood of King street,—a green figured satin, with an ebony handle, inlaid with pearl; a reward of five shillings will be given by the owner on its being restored at the Edinburgh Castle, Pitt-street. The above being a very remarkable parasol, that if it should be found in any one's possession after this notice, the parties so retaining it will be prosecuted. 5232

BOARD AND RESIDENCE

MRS. P. MAIR, having a vacancy in her establishment, will be happy to accommodate one or two gentlemen with the above. Single-bedded rooms, and terms very moderate. Gentlemen from the country will find this a comfortable home during their stay in town. Apply at Mrs. P. Mair's, Clarence-street, between King and Market streets, next to Mr. Blaxland's cottage. 5212

BOARD AND LODGING

GENTLEMEN wishing to ensure to themselves all the comforts of a respectable private home, in decidedly the most healthy and fashionable part of Sydney, will please apply at No. 9, M'Donald's Buildings, next Lyons's Terrace Race Course. Terms for single bedded rooms, £1 1s. per week. 5250

TO LET.—A Cottage in Bligh-street. Apply to Smith and Bennett, Hunter-street. 5207

TO LET, an excellent Cottage in Kent-street, nearly opposite Dr. Wallace's Enquire of Mr. A. Levy, Red Cross, Kent-street, or at the Office of
5200 A. & S LYONS.

GENTEEL RESIDENCE,

WOOLLOOMOOLOO, 1½ MILES FROM TOWN.

TO LET,—A house containing six rooms, two kitchens, stores, coach-house, stable, large garden, and a paddock, with an excellent supply of water, and near a bay. Rent low. Apply to X. X. Y., Post Office. 5226

TO LET, at Waverley, three miles and a half from the General Post Office, a Cottage, containing five rooms, besides the kitchen, with stable and out-houses, and between four and five acres of Land. Rent moderate. Apply to Mr. Blackman, Auctioneer, George street; or to John Mackay, Esq., Waverley Crescent. 5210

SALES BY AUCTION.

TO DEALERS AND OTHERS.

J. ABSALOM will sell by auction, in York-street, near Market-street, THIS DAY, 17th INSTANT, at eleven o'clock,
The whole of the stock of Mr. Wilson, consisting of large bowls and saucers, plates, wines, tumblers, plain and cut decanters, and sundry other articles too numerous to mention; after which, six tierces of beef: in consequence of the owner declining business.
Terms, cash. 5199

WITHOUT RESERVE

R. FAWCETT will sell by public auction, at his Rooms, adjoining the Bank of New South Wales, on
THURSDAY, 18th INSTANT,
At half-past ten o'clock precisely.
One trunk ladies' white stays
One case gentlemen's lambswool hats, broad brims
One bale regatta shirts
One case assorted men and women's silk hosiery, cotton braces, &c.
Terms—Cash. 5244

TO DRAPERS, DEALERS, AND OTHERS.

R. FAWCETT will sell by public auction, at his Commercial Sale Rooms, 481, George-street, on
THURSDAY, THE 18th APRIL,
At half-past ten o'clock precisely.
One bale youths' regatta shirts
One case women's black cotton hose
One case women's white cotton hose
One case men's brown, blue, and gray, ½ hose
One case assorted lambs' wool and cashmere hosiery
One case men's Guernsey frocks
One case men's lambs' wool shirts
One case checked muslins
One case newest style mousseline de laine dresses
Cases fashionable dark prints
One case rich printed mousselines de laine
Cases merinos, black and coloured Orleans cloth, plain, figured, and fancy baragees
One bale Saxony flannel
Bales super calicoes and shirtings
One case cotton braces
One case rich figured satin bonnet ribbons
One bale coloured counterpanes
One bale white counterpanes and quilts
One case cotton shawls
One case Llama handkerchiefs
With a variety of goods too numerous to particularise.
Terms at sale. 5243

FLANNEL, PILOT AND BLUE CLOTHS, SPRIGGED AND FIGURED BOBBINETS

MR. MORT will sell by public auction, at his Rooms, four doors north of the General Post Office
THIS DAY,
At eleven o'clock,
One case flannels
One bale pilot cloths
One bale blue cloths
Also,
One case sprigged and figured bobbinets.
Terms at sale. 5253

GENERAL DRAPERY GOODS.

MR. MORT will sell by auction, at his Rooms, at 11 o'clock
THIS DAY, 17th APRIL,
Four cases print dresses
One case fancy waistcoats
One case white rolled jacconetts
One bale blue pilot cloth great coats
One bale fustian jackets and trowsers
One case camlet boat cloaks
Two cases filled shawls
One case habits, doe and berlin gloves
One case rich crape de laines
One case black and coloured Orleans
One case black and coloured Merinos
One case Parisiens, black crapes, Circassian twills, &c.
One case rich stocks, habits, mitts, &c.
One case plain and figured Gros de Naples, poplins, baratheas, satins, &c.
One case balzorine dresses
Five pieces blue cloths
One piece superfine claret broad cloth.
Terms, at sale. 5234

IMPORTANT SALE OF HOUSEHOLD FURNITURE, SILVER PLATE, &c.

ON THURSDAY, 18th INSTANT,

MR. JOHN CARFRAE will sell by public auction,
ON THURSDAY, 18th INSTANT,
At eleven o'clock.
The following select HOUSEHOLD FURNITURE, belonging to Mr. Thwaites, at his residence, corner of Park and Pitt streets, Sydney, consisting of a handsome horse-hair sofa, horse-hair and other couches, cheffoniers, dining, Pembroke, card, and toilet tables, window curtains, and valences, drawing-room carpets, cane-bottom and other chairs, iron and other bedsteads, with curtains, mattress, wash-hand stands, with chamber service complete, dessert services, knives and forks, silver plate, consisting of gravy, dinner, dessert, tea spoons, forks, &c., toilet glasses, &c
Terms, Cash. 5220

NEW SCHOONER

MR. BLACKMAN will sell by auction, at his Rooms, 489, George-street,
TO-MORROW, the 18th INSTANT,
At eleven o'clock,
The Hull of a fine new Schooner, of about 45 tons burden, and for which the rigging, sails, and spars of the schooner *Perseverance*, (to be sold at same time and place), are just suitable.
Terms at sale. 5235

CONTINUATION OF SALE OF IRONMONGERY.

MR. BLACKMAN will sell by auction, at his Rooms, 489, George street, on
SATURDAY, the 20th INSTANT,
At eleven o'clock precisely,
Three cases (Nos. 22, 23, and 24) Ironmongery, consisting of—Smoothing, trying, jointer, and pannel planes, sets bead planes, ploughs, mortice chisels, brace bits, squares, rules, glue pots, rule compasses, hammers, saw sets, saws, keyhole ditto, rasps, files, plane irons, moulding irons, sets moulding planes, sash fillestres, &c.
Terms, Cash, 5234

THE CARGOES OF THE "REGIA" AND THE "ELEANOR."

To close an Account with Mr. John Jones.

MR. SAMUEL LYONS will sell by auction, at his Mart, corner of George-street and Charlotte-place,
ON TUESDAY, the 23rd APRIL,
At eleven o'clock,
Ex *REGIA*.
MW—494 bags Sugar
MM— 92 bags Sugar
425 cases Gin.
N.B.—Red cases and packed in lead.
Cargo of the Brig *ELEANOR*.
No mark—2025 bags Zebu Sugar
R— 776 bags Manila Sugar
M— 582 bags Manila Sugar
O—1275 bags Manila Sugar
— 180 bags Coffee

The Auctioneer considers it his duty to the trade in general, to point out that this is the last sale of Sugar, Coffee, and Gin, in the above-mentioned estate. The Sugars that will be offered for sale are of first-rate quality, and surpass all sold before. Parties are invited to inspect the samples which are on view at the Mart.
Terms at Sale. 5245

PROPERTY BETWEEN THE NEW MILITARY BARRACKS AND THE NEW COURT-HOUSE.

In the Insolvent Estate of Edward Dormer O'Reilly, Esq.

By order of the Trustees, under the Act, Vic. 5, No. 17.

MR. STUBBS is instructed by the Trustees in the above Estate, to sell by public auction, on
SATURDAY, THE 27th DAY OF APRIL,
At the Mart, King-street, at Twelve o'clock precisely,
Eight excellent Building Plots, opposite the Hopewell Estate, and adjoining the New Buildings of Mr. Smart, South Head Road, averaging about 40 feet frontage to 100 feet in depth.

Full and further particulars and their exact situation will be made known to intending buyers by applying to the Auctioneer, at the Mart, King-street.
JOHN HOLDSWORTH, } Trustees.
E. C. WEEKES, }
Terms at sale. 5240

HORSES, PHAETON, CARTS, DRAYS, CORN, HAY, &c.

In the Insolvent Estate of Janet Templeton, Kilburn, near Goulburn.—Under Act of Council 5 Victoria, No. 17.

BY ORDER OF THE TRUSTEE.

MR. JAMES ROBERTS is instructed to sell by public auction, on the Premises of the Insolvent, without any reserve, at Ten o'clock.
On THURSDAY, the 25th April,
Fourteen valuable Horses
One Phaeton and two sets of Harness
One Winnowing Machine
One stack of Wheat
One stack of barley
Sixteen tons hay
Ten pigs, forty bushels wheat, twenty bushels barley, two drays, one cart and harness, two ploughs, two harrows, two sets plough harness, wheelbarrow, three saddles, and a quantity of farming implements and articles too numerous now to particularise.
Terms—Cash. 5227

IN THE SUPREME COURT.

Sheriff's Office,
Sydney, April 16, 1844.
Campbell and others *v.* Cooper and another.

ON WEDNESDAY NEXT, the 24th instant, at noon, at the London Tavern, George-street, Sydney, the Sheriff will cause to be sold, all the right, title, interest, and estate, of the above-named defendant, in and to all that piece or parcel of Land, situate in the Parish of St. Laurence, city of Sydney, bounded on the east by Parramatta-street, whereon are erected several extensive Buildings and Tenements, well known as the Brisbane Distillery, unless this execution be previously satisfied.
CORNELIUS PROUT,
5222 Under Sheriff.

National Library of Australia http://nla.gov.au/nla.news-page1519322

LATE ENGLISH NEWS.

GENERAL SUMMARY.

(From the London Mail, January 6th.)

PARLIAMENT is fixed to meet for the despatch of business on the 1st February, but the rumours in circulation as to the future policy of Ministers, and the changes in contemplation, are as yet far too vague to justify particular observation.

We believe the Mail of the present month conveys an autograph letter from the Queen to the gallant Sir Robert Sale, to the effect, that as a mark of the high sense which her Majesty entertains of his distinguished services, she has been pleased to confer upon him the Colonelcy of the 13th Regt., vacant by the decease of General Morrison. This appointment has given universal satisfaction in this country.

We have to record the decease of several individuals of distinction; among the most prominent of them are the ex-king of Holland; Lord Lynedoch, the hero of Barossa, full of years and honours; the youthful Lord Inverurie, by a fall from his horse; David Hamilton, the architect; Madame Catalani, and Loudon, the botanist.

Serious differences have arisen between Sir Charles Metcalf and the members of his government, in Canada; which, and the present state of his health, are considered likely to lead to his speedy return to England.

Several great agriculturists, among whom are some Conservatives, are understood to have become converts to Corn Law Repeal. The League continues its agitation, and the aggregate subscriptions already received, reach a sum which leaves no doubt that the £100,000 which has been asked for, will be ultimately collected.

The report of what transpired at the last Quarterly Court at the India House, does not afford matter for special notice. The most important part of the proceedings, was doubtless the announcement that warrants for payment of the yearly dividend on the company's stock will be ready for delivery on the 6th January. Mr. Poynder has again postponed his motion "for the consideration of Lord Auckland's despatch, recommending a payment of £6050 to the temple of Jugernaut, in order that such payment may be abrogued;" and his reason for doing so seems rather an amusing one—namely, that a *satisfactory* reply from the Government of India *has not yet* been received on the subject. A resolution, recommending to the Board of Control that Captain Paterson be admitted to the annuity of £200 for maritime compensation, was carried unanimously. With respect to the affairs of Scinde, proprietors are to have the papers already in their possession, and additional papers too! *when* they can be furnished without risk of prejudice to the public service.

We elsewhere publish a list of the subscribers to the Stoddart and Conolly Fund, and are glad to find that the Committee have so far appealed to the Indian public for co-operation and support, as to appoint agents for the receipt of subscriptions at Calcutta, Ceylon, Madras, and Bombay. We cannot suppose that the appeal will be in vain, made by such men, and in such a cause, now especially that there is room to hope; for, if positive and direct testimony be wanting, there is still strong negative evidence that one, if not both, our fellow-countrymen are alive. We allude principally to the information received by way of Constantinople, which seems to have established this fact, if no other—that a public execution of Englishmen has *not* taken place at Bokhara, though the contrary has been so frequently alleged, and in a manner to confirm the worst apprehensions of her Majesty's Government. A Jew, named Michael Barrastein, lately asserted through the Lahore correspondent of the *Bombay Times*; that he witnessed the decapitation of Stoddart, Conolly, and others; but to show how utterly unworthy this person is of belief, we refer to the proceedings of the Geographical Society. Dr. Wolff left Constantinople on the 24th, and reached Trebisond on the 27th Nov., accompanied by a Bokhara Sheik, introduced by the Reis Effendi, and who had seen Dr. Wolff on his former visit to Bokhara. It has been arranged that they make the journey together. Dr. Wolff's route from Teheran will be determined on by future circumstances. He hopes to reach Bokhara in seventy days from the date at which he left Constantinople. The Sultan sent him two letters—one addressed to the Khan of Bokhara, the other to the Khan of Kohan. The Sheik-el-Islam has also furnished him with several important letters. Previous to his departure from Constantinople, Dr. Wolff had the satisfaction of receiving a communication from Sir S. Canning, from which the following is extracted:—

"I rejoice more than I can express to hear that an Englishman, named Stoddart, was alive at Bokhara five or six months ago, when the individual from whom this has been obtained left that city. This encouraging intelligence has been obtained through Mr. Layard, to whom I refer you for the particulars, which will best enable you to judge whether we are too sanguine in founding an additional hope upon the circumstances."

While on this subject, we cannot refrain from expressing our strong sense of the energy and untiring zeal which have been displayed by Captain Grover, in arrousing public attention to the doubtful fate of our countrymen, and persevering against all obstacles, in suggesting and carrying out plans for their deliverance, if still alive.

The steam meeting held on the 19th December might, for anything that appears to the contrary, have just as well taken place on the day fixed by the original meeting, or have been omitted altogether; for, truth to say, the committee seem to have done very little, and that little not very well. We beg pardon, they have memorialised the Court of Directors, and have had no answer! and they have told the President of the India Board that the present system of intercourse with India is imperfect!! a fact with which it is pleasing to find his lordship was not utterly unacquainted, and the redress of which he is anxious to promote. We learn *all* this from the report submitted to the meeting, and *nothing more*; except, indeed, that Lord Ripon treated the deputation which waited upon him with "courtesy (how strange!), and that there is room to congratulate (wherefore does not appear) "the merchants engaged in the trade with our vast possessions in the East on the early and certain accomplishment of an object so important;" the object, of course, being "a rapid and efficient intercourse with the several presidencies of India, Ceylon, and China." If this object be attained, it might be a very interesting problem to determine how much it owes to the labours of the committee. But admitting that these gentlemen have done somewhat towards promoting an accelerated intercourse with India by way of Bombay, to which point alone their memorial goes, this was not the only question with which they were charged, according to the spirit of the previous resolutions, as explained by Mr. Smith himself, at the first meeting: for, when the evils of the present system of mail transit through India, and the necessity of a comprehensive communication extending to China, were pressed upon his attention, he was understood to say that those points would be reserved for the consideration of the committee. The committee have, however, utterly neglected this part of the question, and, as the event shows, if they have done no harm, they have done no good. Mr. Smith is of opinion that it would have been improper to suggest to government the means by which an improved intercourse could be effectually carried out. Be it so: but surely there could have been no impropriety in pointing out *all* the evils of the present system, and the *mode* in which those evils can be remedied. Information on these points was within the reach of the committee. Such information was precisely what Lord Ripon expected from practical men, and precisely what the committee did not afford him. They have left his lordship more at sea than before, and the entire question, so far as they are concerned, with as little appearance of a satisfactory arrangement; though a plan for a bi-monthly mail to Bombay, and a monthly mail to Calcutta is understood to be under discussion. Again let us ask, for what was the committee appointed? If it was merely to tell Lord Ripon, what he knew before, that the present system of communication is imperfect, then no doubt they have done their duty most handsomely, and his lordship may, if we are permitted the use of a somewhat vulgar expression, "thank them for nothing."

We understand that the subscriptions in aid of the Succession Church of Scotland are not realising the expectations of the friends of the Movement.

"Swing" has come to life, but by what process his resuscitation has been effected is by no means clear. In the agricultural districts especially, there seems just now to be no lack of work, nor of remunerating wages either, considering the prices at which provisions may be had. Still, acts of incendiarism are daily recorded, and that spirit of mischief which delights in the wanton destruction of corn-mills and barns appears to be spreading from county to county in England. Of all descriptions of agrarian offences, crimes such as these may be the acts of individuals, and not the result of conspiracies or combination; but then it is a fact that where assistance has been required, the people generally have refused all help, and looked on with indifference.

The news from Ireland is deficient in all those characteristics of high political excitement which have marked the proceedings of the last few months; but there has been an under current of events, which clearly demonstrates the unsettled state of the country, and shows that the masses have merely consented to postpone agitation, pending the prosecution of the state trials. The only approach to a popular demonstration which has lately occurred, was a procession to meet Mr. O'Connell on his arrival at Limerick to preside at an entertainment given to Mr. Smith O'Brien, a recent convert to Repeal. It was, however, a poor affair, when contrasted with previous manifestations on similar occasions; and indeed the insignificance of the display was in no way compensated by the enthusiasm of the speakers. There were none of those dark hints and fierce denunciations which Mr. O'Connell felt it necessary to reprove at Lismore and elsewhere. The address delivered by the great Agitator himself has little of novelty to recommend it, and would have passed without special notice but for the following declaration, which has occasioned both surprise and indignation, and which to the present hour has not been met by even a semi-official contradiction. Speaking of his future intentions, Mr. O'Connell is reported to have delivered these words:—"It had been suggested to me, that if I consented to abandon the Repeal, the prosecution should be given up, or even if I were convicted the sentence should not be enforced. *That offer was made to me.*" (!!) "I said at once there shall be no compromise of the Repeal. I would rot in a dungeon first." Alluding to this speech, the *Times* says, "If this be so, the dishonour does not rest upon O'Connell. But Sir R. Peel may be asked, if this statement be really true, would not you, Sir R. Peel, envy O'Connell when rotting in a dungeon? What, now at the eleventh hour, give the systematic disturber of the public peace such a triumph over law, authority, public opinion, and public justice? But it cannot be true. The very maids of honour would revolt against the act. A negotiation of that magnitude must have been a cabinet proceeding, and the Duke of Wellington is still a member of that Cabinet. After all, the late Lord Eldon was a shrewd practitioner, and his lordship, at 82, was reported to have said, 'If I were to begin life again, I'll be d——d if I would not start as an agitator.' Wasn't he right, my lords and gentlemen of the Cabinet?"—It is indeed scarcely possible to suppose that the Government can have made any offer of the kind: yet few would regret it, if by the extortion of such a promise the state prosecutions could be quietly got rid of: for the real difficulties of the case will be but commencing when the Government have obtained a verdict against the parties. One of the traversers, the Rev. P. J. Tyrrell, has lately died—good man—of erysipelas, resulting from cold; but his has been canonised already as a martyr to Saxon persecution. And so it will be with every one of the traversers, whatever the punishment with which they may be visited. It has been again and again asked, what other course could the Government have taken than that which they have adopted? To this question we have seen no satisfactory answer; still it is impossible not to see the difficulties with which they are surrounded.

As with Ireland, so with Wales, the state of the public mind is not to be collected from the absence of those acts of daring violence which we have heretofore had so frequently to record. The people appear willing, to rest upon the acknowledged justice of their complaints, and to await with patience the result of the Special Commission which is still prosecuting its inquiries. If this be favourable, well and good, Rebecca will be heard of no more; but if it be followed by no special advantage, the determination remains unabated to compel full satisfaction. Neither are the people willing to permit the prosecution of those persons at present in custody, till having established their claims to redress they place the crown at the disadvantage of putting men upon their trial, for acts done in the vindication of their just rights—unlawful acts no doubt, but still carrying with them the public sympathy. This is clear from the circumstances which have led to the sudden termination of the Pembroke assizes, and induced the Attorney-General to remove several prisoners charged with such offences, elsewhere for trial.

The foreign news of the month is not important. Another revolution may be expected in Spain. The message of the American President announces that propositions for the final adjustment of all differences respecting the Oregon territory, made by the United States, have been rejected by the British Government; and that, while nothing will be done to compromise the rights or honour of the United States, every proper expedient will be resorted to to bring the negotiation to a speedy and happy conclusion. At the same time, it is suggested that military posts be established to protect those American citizens who have settled in the disputed territory. He also states that in several cases of American vessels detained as slavers by British cruizers off the coast of Africa, reparation has been promised; in a few, that full satisfaction has been allowed. The speech of the King of the French to the Chambers does not require special notice.

COLONIAL INTELLIGENCE.

(From the London Mail, Jan. 6.)

THE Queen has been pleased to appoint Lieut.-General Sir Peregrine Maitland, Knight, Commander of the most Hon. Military Order of the Bath, to be Governor and Commander-in-Chief in and over the settlement of the Cape of Good Hope.

The Executive Council of Canada resigned in a body (with the exception of Mr. Daly, the Provincial Secretary) on the 25th Nov., and their resignations were accepted by the Governor-General. The understood reason of this unexpected change, is the desire of the late Council to be consulted upon all appointments to office, a claim which, it would appear, Sir C. Metcalfe is not inclined to submit to. The Council are also disappointed in consequence of the Home Government having refused to sanction some of their measures—such as their proposal to do away with the civil list. As the ex-Ministers possess a majority in the House of Assembly, Sir C. Metcalfe may have to prorogue the Parliament with the object of dissolving it previous to the next session. The new ministry will be formed from some of the more moderate French Canadians, and a few of the Upper Canada Reformers and Conservatives. The names of the retiring members of the Council are—the Hon. Messrs. Sullivan, Lafontaine, Baldwin, Hincks, Dunn, Small, Morin, Aylwin, and Killaly.

Dr. Pierre Beaubien has been elected member for the City of Montreal, without opposition, vice the Hon. George Moffat, resigned.

A correspondent of the *New York Express*, who dates from Rochester, says "that Sir C. Metcalfe's plea of illness is 'all my eye,'" and assigns as the true cause of his resignation, that "he is dissatisfied with the part he is made to play in the Lafontaine Government." The writer thinks, also, that Lafontaine's "hot haste" in bringing forward the removal of the seat of government from Kingston to Montreal, where it would be placed in the midst of a French population, and other measures, tending to destroy all the political influence of the Anglo-Saxon population, will cost him his office; and in the end the writer assumes, "that the only remaining course seems to be, either to make the Governor independent of the Lower House—a thing not very likely,—or again to divide the provinces, and give Montreal to the upper province, and to govern the lower province by a governor and council, as was the custom under the French, and which is the only government suited to a population composed of seigneurs and ignorant and superstitious serfs."

A correspondent of the *Rochester Democrat* states, that Governor Sir Charles Metcalfe, upon the occurrence of a contingency which his instructions did not contemplate, assumed the responsibility of dismissing his ministers, and at the same time tendered his own resignation.

"If his conduct is approved of," he adds, his resignation will not be accepted. But if the Home Government disapprove of his course, another Governor will be sent out, and Lafontaine will again be called to office. In the mean time, the responsible system of Government is temporarily suspended, and the removal of the seat of Government is settled in favour of Kingston, if the conduct of the Governor is approved of by the Home Government."

Mr. Ferguson, a thorough reformer, will probably be added to the Cabinet, and a mixed Ministry, anti-French in its character, will be temporarily formed. The same writer continues:—

"When a vote 'of want of confidence' is passed, as it will be in a few days, if Parliament is not prorogued, the Governor will either dissolve the House, or tell the House that it may want confidence, for what he cares—viz., that responsible Government is at an end.

"What the ultimate result of this new political revolution will be, is unknown, though the favourite project among the Upper Canadians is to add Montreal to the Upper Province, and again to divide the provinces."

"It appears by the *British Whig* of the 29th ult., that Sir Charles Metcalfe has appointed the Hon. John Beverly Robinson to be Deputy-Governor of the province formerly Upper Canada, the Hon. James Buchanan Macauley, and the Hon. Jonas Jones to be members of Her Majesty's Executive Council for the province of Canada.

The last papers from the West Indies scarcely contain a fact worthy of record. On the whole affairs appear to be better, and the exertions the colonists are making to restore the position of the several islands deserve every credit. Accounts had been received at Demerara from Surinam, according to which Captain Schenley, the British Commissioner, had experienced considerable personal annoyance in consequence of his late meritorious endeavour to rescue certain African labourers from the bondage of their Dutch masters. His horses have been poisoned in his stables, and his life, it is said, has been threatened.

Agriculture is still in its infancy in Jamaica. The plough and the harrow are only now beginning to supersede the spade and the hoe. Machinery is merely commencing to displace manual labour in field work. The roads and bridges are in a rude, imperfect state, and the natural capabilities of that island are not half developed.

MONEY MARKET.

THE amount of Bills drawn by the Hon. East India Company in the month ending 5th of January, 1844:—

		£	s.	d.
Bengal.	1844....	141,630	0	4
"	1843....	36,744	19	10
Madras.	1844....	17,686	18	1
"	1843....	2,706	17	2
Bombay.	1844....	7,375	15	0
"	1843....	1,801	9	3
1844.	Total..	166,692	13	5
1843.	Total..	41,253	6	3

The amount of Bullion (in coin and bars) exported from the Port of London in the month of December, 1843, to the following places:—

	Gold ozs.	Silver ozs.
Bombay	1,000	24,000
Mauritius....	850	9,750
China	—	39,500

The English securities have recovered in a great degree the late depression. Bank Stock closed 185½ to 186½; Consols for the account, 97⅛; Exchequer Bills, 67s. to 69s. premium; Three per cents. Reduced, 97⅞ to 98; and Three-and-a-half per cents. Reduced, 102⅛ to ½.

STATE TRIALS.

ON the 3rd Jan. the traversers appeared before the Clerk of the Crown, in pursuance of his summons to proceed to strike a special jury. Mr. Brewster, Q.'s C., and Mr. Smily attended for the Crown; Mr. Whiteside, Q's C., and Mr. Close for the traversers. The Sheriff also attended with the necessary copies for the officer, as provided by the Act.

Mr. Whiteside, on the part of the traversers, applied to the officers for a postponement of the summons, as they had been unable to obtain a copy of the jury panel, although several applications had been made to the sheriff and undersheriff; it was, therefore, impossible that the traversers could, without this copy, be enabled to sustain any objection, that they might have to any of the names drawn, and great embarrassment must arise from the very unusual course of the sheriff in not having had the special panel printed, as was always the custom, leaving their side without the slightest information to enable them to assist in the selection of a proper jury.

The Sheriff stated that no copy had been furnished to either party, but all that the Act of Parliament required had been done on his part.

Mr. Brewster objected to the postponement, as no prejudice could occur to one party more than the other. The Sheriff had prepared his panel according to law, and it was the duty of the officer to proceed pursuant to his summons.

Mr. Whiteside urged that it was but a reasonable application, and tended to further justice, and no possible injury could result to the Crown, as there was abundant time.

Mr. Brewster, after some observations, consented that an adjournment should take place until next day, and it was arranged that each of the traversers should send a clerk to the Sheriff's office, and take down by dictation a copy of the list.

The Sheriff stated that he had no objection to this course, it being by consent of both parties.

The *Evening Mail* thus remarks upon this retrograde movement:—

"We confess our inability to comprehend the virtue, much less to admire the policy, of this alternate opposition, on non-essential points, and concession of important advantages, which on many occasions has characterised the part of the Crown. It is playing into the enemy's hands, and bestowing the advantage ostensibly refused, namely the waste of time.

"As matters now stand, the Attorney-General will be run very close, if not entirely distanced, by the concession of this day.

"To-morrow will be the 4th of the month: between that and the 15th, the day appointed for the trial, ten clear days only will intervene.

"Let us see how this interval must be in part, and may be in the rest of the time, disposed of.

"There must be an interval of six clear days between the summoning of the jury and the day of trial. If the special jury, therefore, be not agreed upon on the 8th instant, they cannot be summoned in due time, and the trial cannot be had on the day appointed.

"There is a close approximation between the 4th and the 8th. Supposing the required 48 jurors to have been agreed upon, there must succeed an interval of 24 hours between that agreement and the time for reducing the list by 12 on each side to 24. Here, then, is one of the intervening days completely gone; and it counsel and agents for the traversers have but as good success as has hitherto attended their tactics, it requires but little sagacity to conceive how the three remaining days may be exhausted in the starting, resisting, and conceding the objections to be taken to the panel in the selection of the 48 names.

"Time and law are in the scales so equally balanced, that it is impossible to conjecture which may prevail."

On the 4th the matter was resumed, when ultimately, after a scene of the greatest excitement, protracted for three hours, forty-eight names drawn out of the ballot-box, as the special jury list, were fixed upon. There are but thirteen Liberals amongst the forty-eight, and eleven of those are Roman Catholics, several of them most respectable merchants. On the following day the parties were to attend, to reduce the list of forty-eight to half that number, when the counsel for the Crown might, if they pleased, strike off twelve of the thirteen Liberals.

THE STATE TRIALS.—The Agents on both sides attended the office of the Clerk of the Crown, on Thursday, 4th January, for the purpose of naming the general panel of special jurors. "The Clerk of the Crown proceeded, in accordance with the provision of the Act, 3rd and 4th William IV., sec. 25, to draw from the box forty-eight numbers in the list. Several objections were raised to individuals by the traversers' counsel, and opposed by Mr. Brewster, for the Crown, and it was finally decided by the Clerk of the Crown, that he could not then entertain evidence as to the objections, as it would be calling on him to revise the Recorder's decisions. The list is composed of twelve Radicals and Repealers, and thirty-six Whigs and Tories. Supposing the Repealers and Radicals to be struck off by the Crown, and twelve Conservatives to be struck off by the traversers, the Jury will then be composed of twenty-four Tories and Whigs, the first twelve of whom that shall answer to their names will be the Jury to try the issue. There is every reason to hope for a just verdict."—*Era, January 7.*

The Judges of the First Division of the Court of Session unanimously passed a bill of suspension and interdict against a recent resolution of the Edinburgh Town Council, prohibiting any of their body from attending Divine Service in the Established Church in an official capacity. On Sunday, several of the Council went in their robes, with their insignia and officers, to the High Church. Subsequently, the Council have resolved to resume the old practice of going to church in municipal state; leaving it, as before, optional with the members to attend or not.

WOOL.—Germany Electoral, 3s. to 5s.; lower qualities, 1s. 4d. to 1s. 9d; Australian (best), 1s. 10d. to 2s. 1d.; inferior, 1s. to 1s. 9d.; Van Diemen's Land, (clean), 1s. to 2s. 2d. per lb. There is a better demand for the heavier description of Wool, and at slightly improved prices. The finer kinds, however, do not participate in this improvement, and their disposal is languid.—*Era, January 7.*

WOOL, EAST INDIA.—On the 8th December, 370 bales were sold by auction with considerable spirit, at full rates, and for one mark an extreme price was obtained, viz., 9d. to 9½d. per lb., it being very long and suitable for combing. The import this year of Bombay Wool is 3,911 bales, and the stock about 300 bales, which are not yet on the market.

STATE OF TRADE.—LIVERPOOL.—There has been a steady and very general demand for most descriptions of foreign and colonial produce during the week, and occurring at this late period of the year, we may fairly assume that country dealers and manufacturers have latterly been buying only to supply their pressing daily wants. Importers are generally very confident of better prices for most of the leading articles of commerce, and they look for a great demand, considering that the improved state of the country warrants a move in that direction. There are large orders for export, which are now executing in Manchester and the neighbourhood; and from the tenor of foreign advices, we may look for an active business in exports during the early part of next year, if the present low range of prices for manufactured goods are not disturbed. There is evidently a lurking desire in many quarters to speculate in several of those commodities which now rule at prices which may fairly be stated as considerably below the cost of production and the necessary expenses on importation, but at present there are no important moves in this way. The American provision trade is still very dull; all sorts hang heavily, but especially cheese and salted provisions, some of which are of excellent quality. Cheese of a very fair description is now selling by the importers at about 40s. per cwt., and very little realises 50s., these prices, of course, including the duty of 8s. 4d. the cwt. The share market maintains a lively appearance, and prices are generally advancing—a sure sign that public confidence is stronger, and that times are getting better.—*Liverpool Paper.*

THE QUEEN.—Her Majesty the Queen yesterday met with a slight accident while driving at Windsor with the Marchioness of Douro. The postillion took too short a turn from one road into another, and the left wheel of the carriage went into a broad ditch, which threw the carriage against the hedge. Her Majesty and Lady Douro were speedily rescued from their unpleasant position, and returned to the castle in a small pony car, driven by Colonel Arbuthnot, which was kindly given up by a lady who was driving close by. We are gratified to learn that Her Majesty has not experienced any inconvenience from the accident.

AMERICAN INDIANS.—On the 17th December, the Ojibbeway Indians, from the country to the north or north-east of the mouth of the Yellowstone River, Upper Missouri, arrived at Windsor from town, accompanied by Mr. Catlin, and had the honour of being presented to her Majesty and Prince Albert. The Ojibbeways consisted of six men and three women, and were presented to the Queen and the Prince Consort as follows:—Ah-que-wee-zaintz ("the boy"), the principal chief of the band, who is upwards of seventy-four years of age, and with a most venerable and commanding appearance; Puttama-quotto-weebe ("the swift-driving cloud"), about fifty years of age, and the war-chief of the band; Weenish-ka-weebe, ("the flying gull" stout and well-made, and about forty years of age; Gish-e-gas-e-ghe ("the bright moonlight night") a young red warrior; Wasseh-abbe-neuch-qua, and his wife, about thirty-five years of age, with their daughter, ten years old, named Nib-nab-be-qua; Shah-mah ("Tobacco") a young warrior about 23 years old, and his wife, an Indian beauty, named Ne-bet-neuch-qua, of the age of her husband. The interpreter, a fine-looking and exceedingly powerful man, of the age of 24 years, who speaks English with considerable fluency, is named Nottena-akm ("the strong wind.") Upon the chief of the band, Ah-que-wee-zaintz, being presented to the Queen, he addressed her Majesty with much apparent force and feeling, expressing how "great was his delight and gladness to come to this country, the great light which enlightened the whole world. The Great Spirit had given them a good and safe journey across the Great Salt Lake, but unbounded was now their joy, and glad their hearts, to behold the face of their great mother, the Queen of England." The speech of the chief was interpreted to the Queen and the Prince by Nottena-akm. The party, who were attired in the costume of their country, with their clubs, spears, tomahawks, &c., went through several of their national dances and the war dances, in full character, accompanied by one of the Indians upon a drum, the whole having a most extraordinary and picturesque effect. Before they retired, her Majesty and the Prince shook the chief and the women cordially by the hand, which seemed to be a source of great delight to those who had thus been honoured by the Sovereign and her Consort. Refreshment of a substantial nature was served to the party in the State ante-room, where they remained for upwards of an hour. Although there was wine upon the table, the chief would not permit it to be tasted by any of the band. Beer, however, was not forbidden, and the "Castle October" was highly relished. The Indians, accompanied by Mr. Catlin, left the Castle on their return to town at five o'clock. In passing out of the Royal residence, the attention of Ah-que-wee-zaintz, the chief of the party, was greatly attracted by the scarlet coat and the gold lace of the porter, Sykes, evidently imagining him to be, from his splendid livery, either a Lord in Waiting, or a Groom of the Bedchamber, at least! He shook him warmly by the hand, made half-a-dozen salaams, again fixed his eyes upon the gold-laced hat, and then departed.

MISSIONARY BRIG "CAMDEN."—The directors of the London Missionary Society have just published an urgent appeal for a new missionary ship for the South Pacific. After an absence of five years the *Camden* has returned to England, and it cannot excite surprise that, in consequence of long and perilous voyages during the whole of that period, she should require very considerable and expensive repairs. At the time the vessel was purchased, she was deemed adequate to the wants of the mission; but the number of European missionaries having since been increased from twenty-two to forty-three, and the spheres of their labour greatly extended, she is now found too small to accomplish all the important and indispensable objects involved. The directors have, therefore, been induced, as the result of the most careful enquiry, and prolonged deliberations, to resolve on disposing of the present vessel, and of appealing to the friends of missions for the funds requisite to the purchase of another ship. The reasons which originally led to the purchase and employment of the *Camden* remain with undiminished force, and powerful considerations have also since arisen to demand the continuance of the same measures on a larger scale. The cost of the vessel, with her outfit, will not be less than £4000, and the special exercise of liberality, not only from the members of the London Missionary Society, but also generally from the friends of humanity, civilisation, and Protestant truth, is solicited by the directors, to enable them to accomplish an object most intimately connected with the progress of social improvement, civil liberty, and true religion, among the various tribes and nations of Polynesia.—*Birmingham Paper.*

BOTTLING TRACTS.—Owing to the opposition of the priests in South America, the colonies, and particularly Spain, towards the efforts of the Dissenting Tract Societies, in allowing their books to be circulated amongst the people, the agents of these bodies have lately had recourse to a new method of introducing their tracts into Cadiz, as practised by a gentleman when on board an English vessel in that harbour. The new expedient was to put the tracts into glass bottles, securely corked, and taking advantage of the tide flowing into the harbour, they were committed to the waves, on whose surface they floated towards the town, where the inhabitants eagerly took them up on their arriving on the shore. The bottles were then soon uncorked, and the tracts they contained are supposed to have been read with much interest.

SALES BY AUCTION.

FREEHOLD PROPERTY IN JOHN-STREET.

IN THE INSOLVENT ESTATE OF MICHAEL FARRELL.

By order of the Trustees.

MR. SAMUEL LYONS will sell by auction, at his Mart, corner of George-street and Charlotte-place,

THIS DAY, 17TH APRIL,

At eleven o'clock precisely,

The following VALUABLE FREEHOLD PROPERTY IN JOHN-STREET.

Comprising all that piece or parcel of land, situate in John-street, and leading out of Elizabeth-street South, near the Albion Brewery; containing by admeasurement seventy-nine feet seven inches frontage, with a depth of forty feet one inch; on which are erected THREE SUBSTANTIAL BRICK NOGGED COTTAGES, containing four rooms each; having verandahs in front, and all let to respectable tenants.

There are, besides this property, the foundation and framework for three cottages, adjoining the above.

Title derived from a Grant from the Crown.

Terms at sale.

HENRY FISHER,
CHARLES JENKINS, } Trustees.

5098

CATTLE.

IN THE INSOLVENT ESTATE OF CHARLES MARSDEN.

BY ORDER OF THE TRUSTEES.

MR. SAMUEL LYONS will sell by auction, at his Mart, corner of George-street and Charlotte-place,

THIS DAY, APRIL 17,

at eleven o'clock precisely,

The following Cattle, now running at Bogie, in the County of Roxburgh—

31 Bullocks
17 Steers
26 Heifers
12 Calves
31 Cows
2 Bulls

119 Head, more or less.

ROBERT CAMPBELL, Jun.
JOSEPH M'KENNA. } Trustees.

Terms at sale. 4900

INSOLVENT ESTATE OF THOMAS WATERS.

VALUABLE LAND AND BUILDINGS ON THE SURRY HILLS.

BY ORDER OF THE TRUSTEE.

MR. SAMUEL LYONS will sell by auction, at his Mart, corner of George-street and Charlotte-place, at Eleven o'clock precisely,

ON MONDAY, THE 22ND INSTANT,

The following PIECE OF LAND, described as under:—

All that piece or parcel of land, situate, lying, and being on the Surry Hills, in the District of Sydney, in the Colony of New South Wales, being part and parcel of the land known as WATERS'S GARDENS, and being lots 5, 6, 7, 8, of that land numbered in the plan thereof, exhibited at the time same was subdivided into allotments, and sold by Mr. Samuel Lyons; bounded on the north by a line bearing east 128 feet, dividing the now described land from Riley's estate; on the east by lot 4, purchased by one Wilcox, 125 feet; on the south by a line bearing west 128 feet, dividing the now described land from Victoria-street; and on the west by a line bearing north to the commencing point 143 feet together; &c., &c.

On this piece of ground there are erected SIX TWO-STORY STONE COTTAGES, and ONE LARGE TWO-STORY STONE HOUSE, intended for a public-house. There is also a well of water and a first-rate quarry on the property.

AFTER WHICH,

One piece or parcel of LAND on the Surry Hills, containing 970 square feet, with a frontage of 80 feet to Crown-street, on which are erected three weather-board two-storied buildings, and one weather-board Cottage. There is also a good well of water on this allotment.

Terms at sale.

W. N. MONIES,
50 Trustee.

IN THE INSOLVENT ESTATE OF VERNON PUZEY.

BY ORDER OF THE TRUSTEE.

MR. SAMUEL LYONS will sell by auction, at his Mart, corner of George-street and Charlotte-place, on

MONDAY, THE 22ND APRIL,

At eleven o'clock,

The following Allotments of LAND at ENFIELD:—

All that piece or parcel of land at Enfield, bounded on the north by the main road from Sydney to Liverpool, one hundred feet; west by allotment No. 5, purchased by Mr. Watt, three hundred feet; south by allotment No. 14, also purchased by Mr. V. Puzey, one hundred feet; east by allotment No. 2, purchased by Mr. Ford; being LOTS 3 and 4 of the VILLAGE OF ENFIELD.

AND ALSO,

Lots 14, 15, 28, and 29, of the same Village; bounded on the north by allotments numbered on the plan No. 1 to 8 inclusive, four hundred feet; east by Baker-street, three hundred and sixty-four feet; on the south by allotments numbered 27 and 16, four hundred feet; and on the east by a road of one chain wide leading from the main road to Cook's River,—containing by admeasurement 3 acres, 1 rood, and 4 perches, be the same more or less.

AFTER WHICH,

One piece or parcel of land at LIBERTY PLAINS, in the county of Cumberland; four acres and thirty perches, more or less, bounded on the south by the Liverpool Road; on the west by other land now, or lately, belonging to Charles Dunn, being Lot 17 bearing nine chains eighty links; on the north by part of other land now, or lately, belonging to the said Charles Dunn, being Lot 20, bearing east four chains ten links; and on the east by a road fifty links wide, leading from the Liverpool-road to the Parramatta road, ten chains eighty links.

Upon this property, which is only about eight miles and a half from Sydney, and adjoins Borton's Inn, there are erected a COTTAGE and OUT-HOUSES, with a good garden, with fruit trees, vines, &c., &c., fenced in completely.

Terms at sale.

W. N. MONIES,
5026 Accountant to the Estate

IN THE INSOLVENT ESTATE OF HERCULES WATT.

BY ORDER OF THE TRUSTEE.

MR. SAMUEL LYONS will Sell by Auction, at his Mart, corner of George-street and Charlotte-place, on

MONDAY, THE 22ND APRIL,

At Eleven o'clock,

All that piece or parcel of Land, situate in the COUNTY OF CUMBERLAND, in the PARISH OF HUNTER'S HILL, containing in breadth sixty feet, a little more or less, and which said piece or parcel of land is more particularly described and delineated in a certain Map or Plan of the TOWNSHIP OF WOOLWICH, and is marked thereon as Lot No. 24.

ALSO,

One Allotment of Land in the TOWN OF PROSPECT, described in the Deed as all that piece or parcel of Land, comprising allotments 7 and 8 of section 51, containing one acre, more or less, and bounded on the north by lots 21 and 22 of said section two chains; on the east by lot 9 of said section five chains; on the west by lot 6 of said section five chains; on the south by George street, two chains.

AND ALSO,

All that piece or parcel of Land, situate, lying, and being in the PARISH OF HUNTER'S HILL, in the County of Cumberland, and forming a part of the VILLAGE OF TARBAN, being lot 2 of section 3; and also being a portion commencing at the north-west corner of lot No. 3 of section No. 3, as marked on the plan thereof; and bounded on the north by George-street, bearing south-west one hundred and six feet; on the west by lot 1, as shown on the said plan, south two hundred and twelve feet; on the south by the waters of Tarban Creek; and on the east by lot No. 3, as shown on the same plan, bearing north two hundred and five feet to the commencing point.

Terms at sale.

W. N. MONIES,
5025 Accountant to the Estate.

BATHURST.

MR. T. M. SLOMAN will sell by auction at Read's Inn, Bathurst, on

FRIDAY, THE 26TH APRIL, INSTANT,

being the day of the MONTHLY SALE.

Three hundred head, more or less, of mixed CATTLE, running at Burranbun, on the Macquarie River.

Twelve hundred head, more or less, of mixed CATTLE, on the Lachlan River, together with stations, and all improvements thereon.

ALSO,

Six hundred SHEEP, more or less, on the Macquarie River,

AND

Forty head of HORSE STOCK, now running at Clear Creek, County of Roxburgh.

The above are sold under and by virtue of a power contained in a certain bill of sale or assignment from William Cummings to John Ford, dated 29th May, 1843.

ALSO,

Five hundred head, more or less, of mixed CATTLE, running at Tamarure, in the District of Bathurst.

AND

Three thousand SHEEP, more or less, running at the same place.

These are sold under a power contained in a certain bill of sale or assignment from Thomas Cummings to John Ford, dated 29th May, 1843.

Terms made known at the time of sale, Bathurst, April 8. 4971

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